

EXHIBIT 12

CONSTITUTION and BY-LAWS

for

THE NATIONAL

FOOTBALL LEAGUE

AMERICAN
FOOTBALL
CONFERENCE

NATIONAL
FOOTBALL
CONFERENCE



1971

**THE NATIONAL
FOOTBALL LEAGUE**

AMERICAN	NATIONAL
FOOTBALL	FOOTBALL
CONFERENCE	CONFERENCE

**CONSTITUTION
and
BY-LAWS
1971**

COPYRIGHT, 1971, BY THE NATIONAL FOOTBALL LEAGUE

**LEAGUE OFFICE
410 PARK AVENUE
NEW YORK, NEW YORK 10022**

THE NATIONAL FOOTBALL LEAGUE

PETE ROZELLE, Commissioner

AMERICAN FOOTBALL CONFERENCE

LAMAR HUNT
President

NATIONAL FOOTBALL CONFERENCE

GEORGE S. HALAS, SR.
President



MEMBER CLUBS

Baltimore Colts
Buffalo Bills
Cincinnati Bengals
Cleveland Browns
Denver Broncos
Houston Oilers
Kansas City Chiefs
Miami Dolphins
New England Patriots
New York Jets
Oakland Raiders
Pittsburgh Steelers
San Diego Chargers

Atlanta Falcons
Chicago Bears
Dallas Cowboys
Detroit Lions
Green Bay Packers
Los Angeles Rams
Minnesota Vikings
New Orleans Saints
New York Giants
Philadelphia Eagles
St. Louis Cardinals
San Francisco 49ers
Washington Redskins

TABLE OF CONTENTS

ARTICLE I — NAME AND PRINCIPAL OFFICE	9
1.1 Name	9
1.2 Location	9
ARTICLE II — PURPOSE AND OBJECTS	9
2.1 Purpose and Objects	9
2.2 Non-profit Organization	9
ARTICLE III — MEMBERSHIP	9
3.1 Members	9
3.2 Eligibility of New Members	10
3.3 Admission for Members	10
3.4 Franchise Certificate of Membership	11
3.5 Transfer of Membership	11
3.6 Voluntary Withdrawal	12
3.7 Involuntary Termination	13
3.8 Effect of Termination	13
3.9 Capital Contribution of Transferee	14
3.10 Membership Fees and Assessments	15
3.11 Membership Covenants and Obligations	15
ARTICLE IV — TERRITORIAL RIGHTS	16
4.1 Home Territory Definition	16
4.2 Rights Within Home Territory	16
4.3 League Control of Games	17
4.4 Membership of Conferences	18
ARTICLE V — Meetings	20
5.1 Annual Meeting	20
5.2 Special Meetings	20
5.3 Notice of Special Meetings	20
5.4 Quorum	20
5.5 Voting and Representation	21
5.6 Number of Votes	21
5.7 Order of Business at Annual Meeting	21
5.8 Executive Session	21
5.9 Conduct of Meeting	22
5.10 Action Without a Meeting	22

[3]

ARTICLE VI — EXECUTIVE AND OTHER COMMITTEES.....22

6.1	Number	22
6.2	Voting Qualifications	22
6.3	Executive Committee Qualifications	22
6.4	Vacancies on Executive Committee	22
6.5	Powers and Duties	22
6.6	Approval	24
6.7	Other Committees	24
6.8	Vacancies in Elective Offices	24
6.9	Meetings	24

ARTICLE VII — OFFICERS24

7.1	Officers	24
7.2	Voting	25
7.3	Commissioner	25
7.4	Treasurer	25
7.5	Secretary	26
7.6	Disability of Commissioner	26

ARTICLE VIII — COMMISSIONER26

8.1	Employment	26
8.2	Independence	27
8.3	Jurisdiction	27
8.4	Financial and Other Authority	27
8.5	Policy and Procedure	28
8.6	Detrimental Conduct	28
8.7	Game Officials	28
8.8	Public Relations Department	28
8.9	Broadcasts and Television	28
8.10	League Contracts	28
8.11	Reports	29
8.12	Bond	29
8.13	Powers of Commissioner	29

ARTICLE IX — PROHIBITED CONDUCT34

9.1	Conflicting Interests and Prohibited Conduct	34
9.2	Tampering	37
9.3	Additional Restrictions	37

[4]

ARTICLE X — BROADCASTING AND TELEVISION	39
10.1 Contract Conditions	39
10.2 Television Restrictions	40
10.3 Television Income Distribution	40
10.4 Network Television Provisions	40
10.5 Championship Games	41
10.6 Broadcast Facilities	41
10.7 Player Depiction and Club Promotion	41
10.8 Judgment	41
ARTICLE XI — PLAYING RULES	42
11.1 Official Rules	42
11.2 Amendment of Rules	42
11.3 Rules Committee	42
ARTICLE XII — ELIGIBILITY OF PLAYERS	42
12.1 General Rules of Eligibility	42
12.2 Rules and Regulations	44
12.3 Restriction on Play by Other Employees	44
ARTICLE XIII — SCHEDULE	45
13.1 Preparation	45
13.2 Conditions	46
13.3 Adjustments	47
13.4 Change in Site	48
ARTICLE XIV — SELECTION MEETING	48
14.1 Time and Place	48
14.2 Players Eligible	48
14.3 Method of Selection	48
14.4 Selecting Ineligible Player	49
14.5 Reserve List — Selectees	49
14.6 Selectee Returning to College	49
14.7 League Policy on Playing With Another Club	49
ARTICLE XV — PLAYER CONTRACTS	49
15.1 Standard Player Contract	49
15.2 Amendment of Standard Player Contract	50

[5]

15.3	Filing	50
15.4	Disapproval	50
15.5	Promulgation	50
15.6	Prerequisite to Play and Practice	50
15.7	Minimum Salary	51
15.8	Training Expenses	51

ARTICLE XVI — ASSIGNMENT OF PLAYER CONTRACTS.....51

16.1	Method of Assignment	51
16.2	Notice to Player	51
16.3	Salary Liability	51
16.4	Waivers	52
16.5	Promulgation	52
16.6	Trading Deadline	52
16.7	Conditional Trades	52
16.8	Trading Back	53
16.9	Approval by Commissioner	53
16.10	Inter-Conference Trading	53
16.11	Trading from Move or Future List.....	53

ARTICLE XVII — PLAYER LIMITS AND ELIGIBILITY54

17.1	Player Limits	54
17.2	Active List	55
17.3	Players Under Contract	55
17.4	Move List	55
17.5	Future List	56
17.6	Reserve List	57
17.7	Reserve List Limitations	58
17.8	Evasion	59
17.9	College All-Star Players	59
17.10	Retired Players	59
17.11	Military Service List	60
17.12	Suspended Players	61
17.13	Ineligible Players	61
17.14	Reinstatement of Players	61
17.15	Listing of Players	61
17.16	Player Leaving Camp	61

[6]

ARTICLE XVIII — WAIVERS	63
18.1 When Required	63
18.2 Recall of Waivers	64
18.3 Waived While Injured	65
18.4 Multiple Claims	65
18.5 Waiver Price	66
18.6 Waiver Request	66
18.7 Salary of Claimed Player	66
18.8 Restoration of Waived Player	67
18.9 Notification	67
18.10 Notice of Expiration of Option	67
ARTICLE XIX — CONDUCT OF LEAGUE GAMES	67
19.1 Game Receipts and Guarantee	67
19.2 Conduct of Game	68
19.3 Players Bench	68
19.4 Side Line Admission	68
19.5 Medical Facilities	68
19.6 Player Attire	69
19.7 Player Identification	69
19.8 Choice of Game Uniforms	69
19.9 Club Colors	70
19.10 Seats for Visiting Club	71
19.11 Games Postponed or Rescheduled	71
19.12 Starting Times	72
19.13 Introduction of Players	72
19.14 Complimentary Tickets	72
19.15 Tickets for Players	73
19.16 Playing Surface	73
19.17 Seeding and Sodding Infield	73
19.18 Noisemaking Devices	73
19.19 Dressing Room Restrictions	73
ARTICLE XX — DIVISIONAL PLAYOFF GAMES	73
20.1 Selection of Teams	73
20.2 Pairings of Teams	75
20.3 Player Compensation	75
20.4 Sudden Death Playoff	75

ARTICLE XXI — CONFERENCE CHAMPIONSHIP GAMES.....76

21.1	Supervision	76
21.2	Tickets	76
21.3	Ticket Priorities	76
21.4	Schedule and Site of Games.....	77
21.5	Officials	77
21.6	Game Receipts and Expenses.....	77
21.7	Distribution of Income.....	77
21.8	Halftime Entertainment	77
21.9	Visiting Club Travel	78
21.10	Sudden Death	78
21.11	Player Compensation	78

ARTICLE XXII — WORLD CHAMPIONSHIP GAME78

22.1	Supervision	78
22.2	Tickets	78
22.3	Sudden Death Playoff	78
22.4	Decisions of Commissioner	79

ARTICLE XXIII — PRE-SEASON AND POST-SEASON
GAMES

23.1	Pre-Season Games	79
23.2	Post-Season Games	79
23.3	Prohibited Games	79
23.4	Player Participation	80
23.5	Game Expenses	80

ARTICLE XXIV — NOTICES80

ARTICLE XXV — AMENDMENT OF CONSTITUTION AND
BY-LAWS

25.1	Amendment After Notice	80
25.2	Amendment Without Notice	81
25.3	Special Provisions for Amendment of Constitution and By-Laws	81
25.4	Name of Proposer	82

CONSTITUTION AND BY-LAWS

of

NATIONAL FOOTBALL LEAGUE

Effective February 1, 1970

(An Unincorporated Association Not For Profit)

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 The name of this association shall be NATIONAL FOOTBALL LEAGUE, hereinafter called "League", the word "League" herein shall refer to the National Football League, unless otherwise specified.

1.2 The Commissioner shall select the location of the office of the League, which shall be located in or adjacent to a city in which a League franchise is operated.

ARTICLE II

PURPOSES AND OBJECTS

~~2.1 The purpose and objects for which the League is organized are:~~

~~(a) To promote and foster the primary business of League members, each member being an owner of a professional football club located in the United States.~~

~~(b) To do and perform such other functions as may be necessary to carry out the purpose and objects of the League.~~

~~2.2 The League is not organized nor to be operated for profit.~~

ARTICLE III

MEMBERSHIP

Members

3.1 (a) Membership in the League shall be limited to the twenty six (26) member clubs specified in Section 4.3(A) hereof and such new members as may be thereafter duly elected.

(b) The admission of a new member within the home territory of a club is prohibited unless approved by the unanimous consent of all members of the League.

[9]

Eligibility of New Members

3.2 Any person, association, partnership, corporation, or other entity of good repute organized for the purpose of operating a professional football club shall be eligible for membership except:

(a) No corporation, association, partnership or other entity not operated for profit nor any charitable organization or entity not presently a member of the League shall be eligible for membership.

Admission for Members

3.3 (A) Each applicant for membership shall make a written application to the Commissioner. Such application shall describe the type of organization and shall designate the city in which the franchise of the applicant shall be located; such application shall further describe and contain the following information:

(1) The names and addresses of all persons who do or shall own any interest or stock in the applicant, together with a statement that such persons will not own or hold such interest or stock for the benefit of any undisclosed person or organization.

(2) A detailed balance sheet of such company as of the date of organization and a pro forma statement as of the time it shall commence actual operation. A written financial statement shall be required from the applicant and from anyone owning an interest in any applicant, including stockholders and partners.

(3) If applicant is a corporation, a certified copy of the Articles of Incorporation, By-Laws and share certificate shall accompany such application provided, however, if the organization of such corporation has not been commenced or completed a detailed statement summarizing the proposed plan of operation and the capital structure thereof shall be furnished.

(4) If applicant is partnership, unincorporated association or other entity, a certified copy of the Articles of Co-Partnership or organization agreement shall accompany such application.

(5) The names and addresses of all officers and directors.

(6) All applications shall contain a representation that upon acceptance, the applicant will subscribe to and agree to be bound by the Constitution, By-Laws, Rules and Regulations of the League and any amendments or modifications thereof.

(B) Each application for membership shall be accompanied by a certified check for Twenty-Five Thousand Dollars (\$25,000.00). Upon approval of any application for membership, an additional Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to the

League. If any application for admission is rejected, the League shall repay to the applicant the sum of Twenty-Five Thousand Dollars (\$25,000.00) paid by the applicant at the time of such application, less all expenses reasonably incurred in connection with the consideration and investigation of such application.

(C) Upon receipt of any application for membership in the League, the Commissioner shall conduct such investigation thereof as he deems appropriate. Following the completion of such investigation, the Commissioner shall submit the application to the members for approval together with his recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed owner or holder of any interest in a membership, including stockholders in any corporation, members of a partnership and all other persons holding any interest in the applicant must be individually approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Franchise Certificate of Membership

3.4 Each member shall receive a Franchise Certificate of Membership signed by the Commissioner, and Secretary of the League, certifying that such member is a member of the League, and holds a franchise from the League to operate a professional football club in a designated city. Such Franchise Certificate shall not be assignable nor transferable, except as provided in Section 3.5 hereof.

Transfer of Membership

3.5 No membership, or any interest therein, may be sold, assigned, or otherwise transferred in whole or in part except in accordance with and subject to the following provisions:

(a) Application for the sale, transfer or assignment of a membership or of any interest therein, must be made in writing to the Commissioner; upon receipt of such application, the Commissioner is empowered to require from applicant and applicant shall furnish such information as the Commissioner deems appropriate, including:

(1) The names and addresses of each of the buyers, transferees or assignees thereof.

(2) The price to be paid for such sale, transfer or assignment, and the terms of payment, including a description of the security for any unpaid balance, if any.

(3) A banking reference for each buyer, transferee, or assignee.

(4) If the buyer, transferee or assignee is a corporation, a copy of the Articles of Incorporation and By-Laws thereof, together

with a copy of the share certificates of each class of stock to be outstanding, the names and addresses of the directors and officers thereof, the names and addresses of the stockholders therein and the price paid or to be paid and the time of payment for said stock, a copy of any proposed voting trust agreement and of any voting trust certificates.

(b) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit the proposed transfer to the members for approval, together with his recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All sales, transfers or assignments except a transfer referred to in Section 3.5 (c) hereof, shall only become effective if approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

(c) If any person owning or holding a membership, or an interest therein, by stock ownership or otherwise dies, such membership or interest therein may be transferred to a member of the "immediate family" of the deceased without requiring the consent or approval of the members of the League or the Commissioner thereof; similarly, if any person owning or holding a membership or an interest therein, by stock ownership, or otherwise, seeks to transfer such membership or any interest therein, by gift, such membership or the interest therein may be transferred to the donee if the donee is a member of the "immediate family" of the donor; in such event, no consent to or approval of the members of the League or the Commissioner shall be required to complete such transfer. The "immediate family", for the purpose of this paragraph shall mean the wife, child, mother, father, brothers and sisters, or any other lineal descendant of the deceased or donor. In all other cases involving death or transfers by gift, any person succeeding to a membership or an interest therein, whether by gift, will, intestacy, or otherwise, must be first investigated by the Commissioner in such manner as the Commissioner deems appropriate. Upon the completion thereof, the Commissioner shall submit such succession or transfer to the membership for approval and shall accompany the same with his recommendation thereon; no such succession or transfer shall be effective unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Voluntary Withdrawal

3.6 Any member of the League may withdraw from membership either:

(a) By selling, assigning, or transferring its membership upon the terms and conditions set out in Section 3.5 hereof; or

[12]

(b) A Club may voluntarily withdraw from the League by tendering its written resignation to the Commissioner and simultaneously surrendering its Franchise Certificate of Membership, making full payment of any and all dues, assessments, or other debts owing to the League, and assigning to the League, or its nominee, all player contracts and the lease of its playing field, if and to the extent the lease is assignable; provided, however, that no voluntary withdrawal may be made in any year between March 1st and the date of the World Championship Game of that year, except with the unanimous consent of all members.

Involuntary Termination

3.7 Membership in the League shall be automatically terminated whenever:

(a) An individual or corporate member or a partnership member or any general partner therein, makes an assignment for the benefit of his or its creditors or files a voluntary petition in bankruptcy, or whenever a receiver or trustee in bankruptcy is appointed for the property and assets of the member or of any general partner of a partnership member or whenever reorganization proceedings in bankruptcy are instituted by or against the member or by or against any general partner possessing an interest in a partnership membership. In the event the partnership agreement of a partnership member provides for automatic termination of the interest of any general partner who makes an assignment for the benefit of his creditors or who becomes the subject of any such bankruptcy proceeds and also provides for the continuation of such partnership in any such event, and the remaining partners satisfy the requirements of Sections 3.5(a) and (b) hereof, then this Section 3.7(a) shall be inoperative with respect to such partnership member.

(b) A member disbands its team during the regular season, or

(c) A member permanently disbands its business organization or ceases its business.

Effect of Termination

3.8 (A) Upon the expulsion of a member or upon any other involuntary termination of membership, the following shall occur:

(1) The lease of its playing field or interest of the member therein if and to the extent the lease or interest is assignable, shall, upon demand of the League, be assigned to the League or its nominee, provided, however, that the assignment of said lease to the League shall first be approved by the affirmative vote or written consent

of no less than three-fourths or 20, whichever is greater, of the members of the League; said lease shall therefore be handled or disposed of in such manner as the remaining League members, by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members, shall decide.

(2) Title to all players contracts of the terminated member and title to all players on the Reserve or Selection List of such terminated member and any interest or right to such players and contracts shall, if demanded by the League, be assigned to the League or its nominee, provided that such assignments are first approved by the affirmative vote or written consent of not less than three-fourths or 20, whichever is greater, of the remaining League members, said players and contracts so acquired shall thereafter be handled and disposed of within the League in such manner as the remaining member clubs by the affirmative vote of not less than three-fourths or 20, whichever is greater, members of the League shall decide.

(3) All interest of the terminated member in and to any funds or property of the League, or any right or interest therein, shall cease.

(B) Whenever any stockholder, partner or holder of an interest in a member club is requested to sell or dispose of his stock or an interest in a membership in the League by reason of an expulsion or other involuntary termination, such sale or disposition must be completed within one hundred twenty (120) days after such action has been ordered. If such stock or interest is not sold or disposed of within one hundred twenty (120) days then the price and other terms of the sale or disposition shall be fixed by mutual agreement between the person affected and the Commissioner; if such cannot be accomplished by mutual agreement, then the price and other terms shall be fixed by arbitration with one arbitrator to be selected by the Commissioner and the other by the affected holder of the stock or interest. If within five (5) days the two arbitrators cannot agree on the price and terms, then the two arbitrators shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding on all parties. If any person required to name an arbitrator fails to do so, or if the two arbitrators cannot agree on a third arbitrator, then such arbitrator in either case shall be named by the Commissioner.

Capital Contribution of Transferee

3.9 A new member acquiring its membership by transfer from another member shall succeed to the interest of the transferor in and to the funds, property, rights and interests of the League and shall not be obligated to make the capital contribution required under Section 3.3(B) hereof.

[14]

Membership Fees and Assessments

3.10 Assessment. Whenever moneys are required to meet the expenses of the League, and League funds are not available for that purpose, then, upon demand by the Commissioner, each member shall be obligated to contribute equally its share of the required moneys.

Membership Covenants and Obligations

3.11 Each member club, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person, owning any interest in such member club, assumes and agrees to be bound by the following obligations of membership in the League:

(a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner of the League in all matters within his jurisdiction.

(b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Executive Committee or the member clubs of the League in every matter within the jurisdiction of such Committee or such member clubs, as the case may be.

(c) They, and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or hereafter possess against the Commissioner of the League, individually or in his official capacity, as well as against the League or any employee thereof, and against any member club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest therein, in connection with or by reason of any decision, ruling action of the Commissioner, the Executive Committee, or the League in reference to any matter within their respective jurisdictions.

(d) They, and each of them, shall include in every contract between any member club and its employees, including coaches and players, a clause wherein the parties to such contract agree to be bound by the Constitution and By-Laws of the League.

(e) That after becoming a member of the League, the primary purpose of the corporation, partnership or other entity operating the club shall at all times be and remain the operation of a professional football team as a member club of the League, and such primary purpose shall not be changed.

(f) They, and each of them, consent to be bound by the provisions of the Final Judgment of the United States District Court for the Eastern District of Pennsylvania entered against the National Football League and certain of its member clubs on December 28, 1953, and as thereafter modified and for the purpose of said Judgment submit to the jurisdiction of said Court.

(g) They, and each of them, agree to be bound by all of the terms and provisions of the Constitution and By-Laws of the League as now or hereafter in effect.

ARTICLE IV

TERRITORIAL RIGHTS

Home Territory Defined

4.1 "Home Territory" with respect to any club means the city in which such club is located and for which it holds a franchise and plays its home games, and includes the surrounding territory to the extent of 75 miles in every direction from the exterior corporate limits of such city, except as follows:

(a) Whenever any two member clubs, other than the San Francisco 49ers and the Oakland Raiders are located and hold franchises for different cities within 100 miles of each other measured from the exterior corporate limits of such city, then the territorial rights of each of such clubs shall only extend to and include an area of one-half the distance between such cities.

(b) The "home territory" of the Green Bay Packers shall extend to and include all of Milwaukee County, Wisconsin, despite the fact that portions of such County are outside the 75 mile limits from the exterior corporate limits of the City of Green Bay.

Rights Within Home Territory

4.2 Each member shall have the exclusive right within its home territory to exhibit professional football games played by teams of the League except that:

(a) Whenever two club franchises in the League are located in the same city, then the owners of each of such franchises shall have equal rights within the home territory of such city.

(b) In respect to the San Francisco and Oakland franchises the following provisions shall apply:

(i) the home club in each city shall have the exclusive right to exhibit professional football games played by teams in the League in its city, and neither the San Francisco nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both clubs, but located outside the city limits of both cities, both

clubs shall have joint rights of exclusivity, and both of said clubs may play games with other clubs in the League within such area without the consent of the other club also operating in the same home territory or any part thereof.

(c) Subject to the provisions of Sections 4.2(a) and (b) above, no club in the League shall be permitted to play games within the home territory of any other club unless a home club is a participant. No franchise shall be granted for operation within a home territory which overlaps the home territory of a member without the prior written consent of such member.

League Control of Games

4.3 (A) The League shall have exclusive control of the exhibition of football games by member clubs in the home territory of each member, subject to the rights herein granted to members under this Article IV. The home cities of the League are the cities of Atlanta, Baltimore, Boston (including Foxboro), Buffalo, Chicago, Cincinnati, Cleveland, Dallas, Denver, Detroit, Green Bay, Houston, Kansas City, Los Angeles, Miami, Minneapolis-St. Paul, New Orleans, New York (two franchises), Oakland, Philadelphia, Pittsburgh, St. Louis, San Francisco,

(a) Whenever two club franchises in the League are located in the same city, then the owners of each of such franchises shall have equal rights within the home territory of such city.

(b) In respect to the San Francisco and Oakland franchises the following provisions shall apply:

(i) The home club in each city shall have the exclusive right to exhibit professional football games played by teams in the League in its city, and neither the San Francisco club nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both clubs but located outside the city limits of both cities, both San Diego and Washington, D.C. The members have the right and agree to operate professional football clubs and play the League schedule in their respective cities located within their home territory, as hereinabove set out, subject to the provisions of this Article IV. No member shall have any right to transfer its club or franchise to a different city outside of its home territory except with the prior approval of the members of the League; provided further that if any club seeks to transfer its franchise to a location within the home territory of any other club, the provisions of Section 3.1(b) hereof shall apply. Any transfer of an existing franchise to a location within the home territory of any other club shall only be effective if approved by unanimous vote; any other transfer shall only be effective

[17]

if approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

(B) In the event the Baltimore franchise is forfeited or surrendered, or is transferred to a city other than Baltimore, all rights to the Baltimore territory shall revert in the Washington Redskins, and the area included in the Baltimore territory shall be reconstituted and become part of the Home Territory of the Washington Redskins pursuant to the Constitution and By-Laws of the League.

Conference Alignment

4.4 The League shall be divided into two conferences called the National Football Conference and the American Football Conference respectively; each conference shall consist of thirteen (13) clubs in the League as follows:

NATIONAL FOOTBALL CONFERENCE

Atlanta Falcons
Chicago Bears
Dallas Cowboys
Detroit Lions
Green Bay Packers
Los Angeles Rams
Minnesota Vikings
New Orleans Saints
New York Giants
Philadelphia Eagles
St. Louis Cardinals
San Francisco 49ers
Washington Redskins

AMERICAN FOOTBALL CONFERENCE

Baltimore Colts
Buffalo Bills
Cincinnati Bengals
Cleveland Browns
Denver Broncos
Houston Oilers
Kansas City Chiefs
Miami Dolphins
New England Patriots
New York Jets
Oakland Raiders
Pittsburgh Steelers
San Diego Chargers

Such conferences shall be operated under the following terms and conditions:

a] Each Conference shall be divided into three (3) divisions, consisting of two divisions of four (4) clubs each, and one division of five (5) clubs;

b] The divisions of the clubs in the American Football Conference are as follows:

CENTRAL DIVISION:

Cincinnati Bengals
Cleveland Browns

Houston Oilers
Pittsburgh Steelers

[18]

WESTERN DIVISION:

Denver Broncos	Oakland Raiders
Kansas City Chiefs	San Diego Chargers

EASTERN DIVISION:

Baltimore Colts	New England Patriots
Buffalo Bills	New York Jets
Miami Dolphins	

c] The divisions of the clubs in the National Football Conference are as follows:

CENTRAL DIVISION:

Chicago Bears	Green Bay Packers
Detroit Lions	Minnesota Vikings

WESTERN DIVISION:

Atlanta Falcons	New Orleans Saints
Los Angeles Rams	San Francisco 49ers

EASTERN DIVISION:

Dallas Cowboys	St. Louis Cardinals
New York Giants	Washington Redskins
Philadelphia Eagles	

d] The scheduling of games within each conference and between the two conferences shall be governed by the provisions of Article XIII hereof.

e] The New York Giants and the New York Jets shall not be assigned to the same conference without the consent of both clubs.

f] The San Francisco 49ers and the Oakland Raiders shall not be assigned to the same conference without the prior consent of both clubs unless the conferences are divided into smaller numerical groupings, i.e., divisions; in such case, the 49ers and the Raiders may be assigned to the same conference, but may not be placed in the same division or other smallest numerical grouping of clubs within the same conference.

g] Following the initial realignment of the League taking place after 1969, any other realignment of the League must be approved by the affirmative vote of not less than thirteen (13) of the clubs which were members of the National Football League in 1967, and by the affirmative vote of not less than 8 of the 10 clubs which were members of the American Football League in 1968.

h] Subject to the other provisions of this Section 4.4, whenever the League proposes or seeks to realign the clubs into conferences or other groups for scheduling or standing purposes, the following factors shall be considered in order not to unfairly prejudice

[19]

the rights of any club in the League, namely, geographical location, natural rivalries, stadium capacity, gate attendance, weather conditions, relative team strength, and baseball conflicts involving clubs playing home games in baseball stadiums.

ARTICLE V

MEETINGS OF THE LEAGUE

Annual Meeting

5.1 The Annual Meeting of the League shall be held not earlier than the second Monday in February of each year and not later than April 1 in such year; such meeting shall be held on such date and at such places and times as the Commissioner shall designate in the notices of the meeting.

Special Meetings Notice

5.2 Special Meetings of the League may be held at any place upon call by the Commissioner.

5.3 (A) Written notice of the time and place of holding any meeting shall be given to each member at least thirty (30) days in advance of the day fixed for the Annual Meeting, or at least seven (7) days in advance of the day fixed for any Special Meeting.

(B) Notice of a special meeting shall state the time, place and purpose of the meeting. The notice of the annual meeting must state the time and place of the meeting, but not the purpose; if any amendments to the Constitution and By-Laws are to be considered at the annual meeting, the submission of such proposals must be in accordance with Article XXIV hereof.

(C) Notices of any meeting may be waived by the unanimous consent of all Member Clubs.

Quorum

5.4 At all meetings of the League, whether Annual or Special, three-fourths or 20, whichever is greater, of the members of the League in good standing, present in person or by authorized representatives, shall constitute a quorum for the transaction of business and shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite numbers of members shall be present.

[20]

Voting and Representation

5.5 At each meeting of the League each member shall be limited to two (2) representatives; each member shall be limited to only one (1) vote upon any matter presented to the meeting. Each member shall file with the League within the time designated by the Commissioner a written designation of the representative and alternate to vote and act for it. The Commissioner or presiding officer may require proof satisfactory to the Commissioner or presiding officer of the authority of any representative to represent a member.

Number of Votes

5.6 Except as herein otherwise specifically provided, the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League at any Annual Meeting of the League shall be required for action.

Order of Business at Annual Meeting

5.7 The order of business for the Annual Meeting shall be as follows:

- Roll Call
- Reading of Minutes of the previous meeting
- Report of the Commissioner
- Report of Treasurer
- Report of other League Officers
- Report of Public Relations Department
- Report of other Committees
- Unfinished business
- Nomination and election of officers
- Installation of officers
- New business
- Adjournment

Executive Session

5.8 Upon call of the Commissioner or by majority vote of the members of the League, the League may go into Executive Session, each member shall designate its duly authorized representative to act for it in such Executive Session. In any Executive Session only one representative of each member, and the Commissioner, shall be present, together with such other persons as either the Commissioner or the members by majority vote shall invite. The Commissioner shall be Chairman of the Executive Session and may appoint the Secretary of the Session. Action at any Executive Session shall constitute action of the League.

[21]

Conduct of Meeting

5.9 Except in respect to matters covered specifically in the Constitution and By-Laws of the League, Roberts Rules of Order shall prevail in all meetings of the League; provided, however, that any action taken in any meeting of the League involving a matter not covered specifically in the Constitution and By-Laws of the League shall require the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League for approval.

Action Without a Meeting

5.10 Any action or resolution which may be taken or adopted at a League meeting may be taken or adopted by an instrument in writing signed by all members of the League.

ARTICLE VI EXECUTIVE AND OTHER COMMITTEES

Number

6.1 The League shall have an Executive Committee composed of one (1) representative from each member club. Each representative shall be appointed by the member club by written notice to the Commissioner. Each club may name an alternate representative in the same manner; said alternate shall have the same authority as the regular appointee in the absence of such appointee. Each appointee and alternate on the Executive Committee shall serve until his appointment is revoked in writing by the appointing member club.

Voting Qualifications

6.2 At all meetings of the Executive Committee each member of the Committee shall have one (1) vote.

6.3 All executive Committee members must be either owners or holders of an interest, or officers of member clubs in the League.

Vacancies

6.4 In case any vacancy occurs in the Executive Committee his successor shall be appointed by the member affected by the vacancy.

Powers and Duties

6.5 The Executive Committee shall have the following powers and duties:

[22]

(a) It shall have the power, after Notice and Hearing to impose fines upon any member or any owner, director, partner, officer, stockholder, player or employee of a member of the League.

(b) It shall have the power, after notice and hearing, to increase or impose other or additional penalties after action of the Commissioner upon any matter submitted to it by the Commissioner for that purpose, pursuant to Section 8.13 (B) hereof; provided, however, that the Executive Committee shall have no power to modify, reduce, remit, or suspend any fine, penalty, or suspension imposed by the Commissioner under Section 8.13 (A) hereof.

(c) It shall have the power and duty to investigate and report its findings and recommendations to the League on any matter referred to it by the Commissioner or the members.

(d) It shall have power to cause an audit of the books and records of the League, and the Treasurer thereof, and shall report its findings to the members and the Commissioner promptly.

(e) If the Commissioner dies, is unwilling, or is by reason of physical or mental disability, unable to discharge his duties as Commissioner, the Executive Committee shall have the power to decide that an emergency exists in the League; it shall thereupon call a Special Meeting of the members at a time and place selected by the Committee: such Meeting shall be held within thirty (30) days after the declaration of such emergency, and notice of such meeting shall be given as in the case of any other Special Meeting; the purpose of such Meeting shall be either to remove such Commissioner or to elect a new Commissioner, or to appoint an Acting Commissioner to serve until the next succeeding Annual Meeting.

(f) It is empowered to borrow in the name of the League such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the Commissioner and Treasurer, individually or jointly, to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security therefor any stocks, bonds, or other securities owned by the League.

(g) In the event that the Commissioner or any other officer of the League shall be convicted of a crime involving moral turpitude, or be physically or mentally incapacitated from performing his duties or shall fail or refuse to abide by the Constitution and By-Laws of the League, and the Executive Committee finds that such action by such officer is detrimental to the best interests of the League, or in the event the Commissioner or any other officer of the League fails or is unwilling to perform his duties, then such Committee shall have the power after notice and hearing, to suspend or remove said officer and to terminate any contract between such Commissioner or officer and the League.

[23]

Approval

6.6 All actions and decisions of the Executive Committee must be approved by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the Executive Committee provided, however, (a) that any decisions to proceed under Section 6.5(c), (d) or (e) hereof may be taken by majority vote of the Executive Committee, and (b) that in any hearing involving charges against any club or whenever one club is making charges against another, the member club or clubs so involved shall not vote.

Other Committees

6.7 The Commissioner of the League may appoint such other committees as the League deems necessary and appropriate. All committees shall act under the direction and chairmanship of the Commissioner, who shall be a member "ex-officio" of each committee. The League shall pay each member of the committee the expenses of his attendance at committee meetings.

Vacancies

6.8 Subject to the provisions of Section 8.1 hereof, the Executive Committee shall have the power to fill by appointment any and all vacancies in any elective offices of the League for the balance of the term of such office or until a successor is duly elected for such office in the prescribed manner.

Meetings

6.9 At each meeting of the Executive Committee, the Commissioner of the League shall preside.

ARTICLE VII OFFICERS

Officers

7.1 (a) The officers of the League shall be the Commissioner, a Secretary and a Treasurer. The Secretary and Treasurer shall be appointed by the Commissioner. The Commissioner shall have the right to appoint any other officers or assistants thereto as he, in his sole discretion, deems necessary. The duties and compensation thereof shall be fixed by the Commissioner.

(b) The sole officer in each Conference of the League shall be the President thereof. The President of each Conference shall be

[24]

selected by the affirmative vote of not less than three-fourths or 10, whichever is greater, members of the Conference for which such person is to serve as President.

Voting

7.2 The Commissioner shall be elected pursuant to and in accordance with the provisions of Section 8.1 hereof. Any other officer of the League shall be appointed by the Commissioner in accordance with the provisions of Section 7.1 (a) hereof, provided, however, that if the Commissioner is unable so to do by reason of death or disability, then such officer shall be elected by the affirmative vote of not less than three-quarters or 20, whichever is greater, of the member clubs of the League.

Commissioner

7.3 The powers and duties of the Commissioner shall be such as are described in Article VIII hereof.

Treasurer

7.4 The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the League, receipt and give receipts for monies due and payable to the League from any source whatsoever, and deposit all such monies in the name of the League in such depositories as the Commissioner may determine, keep full and accurate accounts of the receipts and disbursements of the League and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Commissioner or the Executive Committee. In addition, the Treasurer shall:

(a) Pay all current bills and salaries after approval by the Commissioner.

(b) Annually submit to the member clubs detailed financial statements.

(c) He shall give a surety bond in the principal sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for the faithful discharge of his duties, with the League named as obligee thereon. The premium shall be paid by the League.

(d) During the playing season, he shall report weekly to each member on attendance and receipts for all games played by member clubs during the preceding week; such report shall also include any delinquency in any amounts owing to the League and such other information as the Treasurer deems expedient.

[25]

Secretary

7.5 The Secretary shall keep records of all proceedings of the League and the minutes of the meetings of the members and of the Executive Committee in one or more books provided for that purpose, cause all Notices to be duly given in accordance with the provisions of this Constitution, or as required by law, be custodian of the League records, keep a register of the Post Office addresses of each member, and in general perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Commissioner.

The Secretary will supply the member clubs with a record of the action taken at any meeting within twenty (20) days following the adjournment thereof and shall also furnish the member clubs formal minutes of each meeting within ninety (90) days following the adjournment of each meeting.

Disability of Commissioner

7.6 If, by reason of physical or mental disability, the Commissioner is unable to discharge or perform the duties of his office, or is unwilling so to do, then, during any such period, the Executive Committee may require any other member of the Commissioner's staff to perform such duties of the Commissioner.

ARTICLE VIII

COMMISSIONER

Employment

8.1 The League shall select and employ a person of unquestioned integrity to serve as Commissioner of the League, and shall determine the period and fix the compensation of his employment except:

(a) Pete Rozelle is hereby appointed as Commissioner of the League upon terms and conditions heretofore approved by the League in an employment contract with Pete Rozelle.

(b) Until June 1, 1976 any successor to Pete Rozelle as Commissioner must be approved by no less than twelve (12) of the fifteen (15) clubs which were members of the National Football League in 1966 in addition to the requirements set forth in subparagraph (c) below.

(c) Any extension or modification of the existing contract or any new contract between the League and Pete Rozelle as Commissioner shall be approved by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

All other voting requirements and procedures for the selection of or successor to the office of Commissioner shall be determined by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

Independence

8.2 The Commissioner shall have no financial interest, direct or indirect in any professional sport.

Jurisdiction

8.3 The Commissioner shall have full, complete, and final jurisdiction of:

(a) Any dispute involving two or more members of the League certified to him by any of the disputants.

(b) Any dispute between any player, coach or other employee of any member of the League.

(c) Any dispute between players employed by the Member Clubs of the League other than disputes unrelated to and outside the course and scope of the employment of such persons as players in the League.

(d) Any dispute between a player and any official of the League.

(e) Any dispute involving a member or members in the League, or any players or employees of the members or the League, or any combination thereof, that in the opinion of the Commissioner constitutes conduct detrimental to the best interests of the League or professional football.

Financial and Other Authority

8.4 (A) The Commissioner, on behalf of the League, may incur any expense which, in his sole discretion, is necessary to conduct and transact the ordinary business of the League, including but not limited to, the leasing of office space and the hiring of employees, and other assistance or services; provided, however, that the Commissioner shall not have authority to incur any expense for any extraordinary obligations, or make any capital investment on behalf of the League without prior approval by the Executive Committee.

(B) The Commissioner shall: (a) preside at all meetings of the League and the Executive Committee, (b) be the principal executive officer of the League, and shall have general supervision of its business and affairs, (c) approve for payment all proper charges.

[27]

Policy and Procedure

8.5 The Commissioner shall interpret and from time to time establish policy and procedure in respect to the provisions of the Constitution and By-Laws and any enforcement thereof.

Detrimental Conduct

8.6 The Commissioner is authorized, at the expense of the League, to hire legal counsel and take or adopt appropriate legal action or such other steps or procedure as he deems necessary and proper in the best interests of either the League or professional football, whenever any party or organization not a member of, employed by, or connected with the League or any member thereof, is guilty of any conduct detrimental either to the League, its member clubs or employees, or to professional football.

Game Officials

8.7 The Commissioner shall select and employ a Supervisor of League Game Officials and shall further select and approve all game officials for all pre-season, regular season, and post-season games. All fees and traveling expenses of game officials shall be paid by the League after approval by the Commissioner. It shall be the duty of each member to accept as game officials for any game such game officials as the Commissioner shall assign to such game.

Public Relations Department

8.8 The Commissioner shall have authority to establish a Public Relations Department for the League, and such department shall be under his exclusive control and direction. He may employ persons to staff said department and shall fix and determine the compensation therefor.

Broadcasts and Television

8.9 Subject to the provisions of Article X hereof, the Commissioner shall have the exclusive authority to arrange for and sell all broadcasting and television rights to the Conference Championship Games and the World Championship Game.

League Contracts

8.10 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of the League with other persons, firms,

leagues, or associations; provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by the League or its Members shall not be binding unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Reports

8.11 The Commissioner shall render an Annual Report to the League members at each Annual Meeting.

Bond

8.12 The Commissioner shall file and maintain in effect a surety bond with the League in the sum of Fifty Thousand Dollars (\$50,000); said bond shall be conditioned upon faithful performance by the Commissioner of his duties and shall name the League as obligee. The expenses for such bond shall be paid by the League.

Powers of Commissioner

8.13 (A) Whenever the Commissioner, after notice and hearing, decides that an owner, shareholder, partner or holder of an interest in a member club, or any player, coach, officer, director or employee thereof, or an officer, employee or official of the League has either violated the Constitution or By-Laws of the League, or has been or is guilty of conduct detrimental to the welfare of the League or professional football, then the Commissioner shall have complete authority to:

(1) Suspend and/or fine such person in an amount not in excess of five thousand dollars (\$5,000), and/or

(2) Cancel any contract or agreement of such person with the League or with any member thereof.

(3) In cases involving a violation of the prohibitions against tampering and set forth in Sections 9.1 (C), 10 and 11, 9.2, and 12.1 (B) hereof, award or transfer selection choices and/or deprive the offending club of a selection choice or choices.

(B) Whenever the Commissioner determines that any punishment which the Commissioner has the power to impose pursuant to Section 8.13 (A), is not adequate or sufficient, considering the nature and gravity of the offense involved, he may refer the matter to the Executive Committee, with a recommendation that all or any part of the following additional or increased punishments or discipline be imposed:

[29]

(1) Cancellation or forfeiture of the franchise in the League of any member club involved or implicated; if such occurs, the affected franchise shall be sold and disposed of under the provisions of Section 3.8(B) hereof.

(2) Cancellation or forfeiture of the interest in a member club, or in the franchise thereof, owned by a person involved or implicated therein; if such occurs, the interest held by any person so implicated, shall be sold and disposed of under the provisions of Section 3.8 (B) hereof.

(3) Declare one or more players of the offending club to be a free agent or that one or more players, and the contracts thereon held by the offending club, be assigned to another club or clubs.

(4) Assignment to another club or a nominee of the League, of the lease on any stadium or playing field held for or owned by the offending club or any person owning any interest therein.

(5) Assignment to one or more clubs of players on the Selection or Reserve Lists of the offending club.

(6) Require the sale of any stock or interest in a member club of such offending person by the method and under the procedure specified in Section 3.8 (B) hereof.

(7) Make any other recommendation he deems appropriate.

The Executive Committee may impose such other or additional discipline or punishment as it may decide.

Any such ruling or decision by the Commissioner under the circumstances referred to in this sub-paragraph 8.13 (B) of Article VIII, after approval or ratification by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the League, as aforesaid, shall be final, conclusive, and unappealable; any party involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such decision against the Commissioner, individually and in his official capacity, as well as against the League and any officer or employee thereof, and every member club therein and against any director, officer, shareholder or partner thereof, or the holder of any interest therein, whether for damages or for any other remedy or relief.

The word "person", for the purposes of this subparagraph (B) of Article VIII, Section 8.13, shall mean and include a member club and any owner, officer, stockholder, or partner thereof, or anyone holding any interest therein.

The membership of a member or the interest of any person owning a share or interest therein shall be suspended or terminated under this Section 8.13 (B) only by resort to the following procedure:

[30]

(a) Any member of the Executive Committee or the Commissioner may prefer charges against a member, or the holder of any interest therein, on the ground that such a member or holder has violated the provision of the Constitution and By-Laws, or is or has been guilty of conduct detrimental to the League or to professional football; said charges shall be in writing and filed with the Secretary of the League. The Commissioner shall first conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit a copy of the charges by mail to each member club and to the member or person against whom such charges have been made, and shall make his recommendation thereon to the Member Clubs.

(b) The member or person so charged may, within fifteen (15) days after receipt of the charges, file with the Commissioner its or his written answer thereto. The Commissioner shall thereupon deliver a copy of such answer to all members of the League.

(c) A special meeting of the League shall be called to hear the charges; the time and place of such meeting shall be fixed by the Commissioner.

(d) At such hearing the Commissioner shall preside, unless he is the complainant; in such event, the presiding officer shall be elected by majority vote of the members attending the meeting.

(e) At the hearing the member or person so charged shall have the right to appear in person and by counsel. Strict rules of evidence shall not apply, and any testimony and documentary evidence submitted to the hearing shall be received and considered. Either the complainant or the member or person charged shall be entitled to an adjournment for a reasonable time to enable it or him to present rebuttal evidence.

(f) After considering all the evidence, the members shall vote upon the charges and fix the punishment. An affirmative vote of not less than three-fourths or 20, whichever is greater, of the members shall be required to sustain the charges and fix the punishment, excluding the vote of any member in which the person charged has an interest.

(g) If the members vote to terminate the membership or the interest of any member in a Club of the League, then the member club or person charged shall be required to dispose of such membership or interest in the affected club in accordance with the provisions of Section 3.8 (B) hereof.

(C) Whenever the Commissioner, after notice and hearing determines that a person employed by or connected with the League or any Member Club thereof, has bet money or any other thing of value on the outcome or score of any game or games played in the League, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or other consideration on

[31]

the outcome or score of a professional football game, and has failed to report the same in the manner hereinafter prescribed, then such Commissioner shall have complete and unrestricted authority to enforce any or all of the following penalties:

(1) Suspend such person indefinitely or for a prescribed period of time.

(2) Bar such person from the League for life.

(3) Cancel or terminate the contract of such person in the League or any Member Club thereof.

(4) Require the sale of any stock, or other interest of such offending person in any Member Club by the method and under the procedure specified in Section 3.8 (B) hereof.

(5) Fine such person in an amount not in excess of Five Thousand Dollars (\$5,000).

(6) Cancel or declare to be forfeited any interest in a Member Club, or in the franchise thereof, owned by any person so involved; in such event, any interest of the offending person so implicated in the club or any stock owned by such person in any Member Club shall be sold under the procedure provided in Section 3.8 (B) hereof.

(7) Assign to another club or a member of the League the lease on any stadium or playing field held for or owned by the offending club or by any person owning any interest therein.

(8) Assign to one or more other clubs players on the Selection or Reserve Lists of the offending club.

(9) Impose such other or additional punishment or discipline as the Commissioner may decide.

If the person involved is a player in the League, such player is obligated to report immediately such incident to the head coach, owner, or managing officer of the club with which he is affiliated. If the person involved is either an owner, officer, director, stockholder, or a partner of a member club or owns or holds an interest therein, or is a coach or employee, (other than a player) thereof, such report shall be made promptly to the Commissioner. Any decision by the Commissioner under the circumstances referred to in this Section 8.13 (C) shall be final, conclusive, and unappealable; all persons involved in or affected by any such decision agree to release and waive any and all claims arising out of or connected with such decision that such person may now have or hereafter possess against the Commissioner, individually and in his official capacity, as well as against the League or any officer, or employee thereof, and against every member club therein and any director, officer, shareholder, or partner thereof or against the holder of any interest therein, either for damages or for any other remedy or relief. The word "Person" wherever used in this subparagraph (C) of Article VIII, Section 8.13 shall

mean and include a member club, or any club owner, official, officer, stockholder, partner thereof, or anyone holding any interest therein, as well as a coach, player, or other employee thereof; it shall also include an officer or employee of the League or any official employed by the League.

(D) Whenever the Commissioner finds, in his sole and exclusive discretion, that any person whether or not connected or affiliated with the League, or a member club therein, is guilty of conduct detrimental to the best interest of the League or professional football, then in addition to his other powers prescribed in the Constitution and By-Laws of the League, the Commissioner shall have the right to bar and prohibit such person from entry to any stadium or park used by the League, or its member clubs or affiliates for the practice or exhibition of professional football.

(E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner and not requiring approval of the member clubs.

(F) The Commissioner shall have the power, without a hearing, to disapprove contracts between a player and a club, if such a contract has been executed in violation of or contrary to the Constitution and By-Laws of the League, or, if either or both of the parties to such contract have been or are guilty of an act or conduct which is or may be detrimental to the League or to the sport of professional football. Any such disapproval of a contract between a player and a club shall be exercised by the Commissioner upon the written notice to the contracting parties within ten (10) days after such contracts are filed with the Commissioner. The Commissioner shall also have the power to disapprove any contract between any club and a player or any other person, at any time pursuant to and in accordance with the provisions of Section 8.13 (A) of the Constitution and By-Laws.

(G) The Commissioner shall have the power to hear and determine disputes between clubs in respect to any matter certified to by him by either or both of the clubs; he shall also have the power to settle and determine any controversy between two clubs which, in the opinion of the Commissioner, involves or affects League policy.

(H) The Commissioner shall have the right to propose amendments or modifications in the Constitution and By-Laws of the League by submitting such amendments or modifications in writing to the League no less than twenty (20) days prior to the holding of any Annual Meeting of the League.

[33]

ARTICLE IX

PROHIBITED CONDUCT

Conflicting Interests and Prohibited Conduct

9.1 (A) The violation of any of the provisions of this Article IX shall constitute conduct detrimental to the League and professional football.

(B) No member, or stockholder, officer, director, partner, or employee thereof, and no officer or employee of the League, including a game official, shall:

(1) Own or have any financial interest directly or indirectly, in any other member club of the League.

(2) Directly or indirectly, loan money to or become surety or guarantor for any other member club, or any player, coach, or employee thereof, or holder of an interest therein.

(3) Directly or indirectly, loan money or offer any gift or reward or become surety or guarantor for any game official or other official or employee of the League.

(4) Act as the contracting agent or representative for any player or share or be financially interested in the compensation of any player in the League. Nothing herein shall prevent any player from negotiating on his own behalf or for his own account.

(C) No member, nor any stockholder, director, officer, partner, or person holding an interest therein, nor any officer or employee of the League shall:

(1) Publicize or participate in the selection of any mythical All-League or All-Opponent team.

(2) Issue a free ticket of admission to a game to any visiting club or player thereof except pursuant to the Constitution and By-Laws of the League.

(3) Offer any gift or reward to a player, coach or person connected with or employed by another member club for services promised, rendered or to be rendered in defeating or attempting to defeat a competing club.

(4) Publicly criticize any member club or its management, personnel, employees, or coaches and/or any football official employed by the League; all complaints or criticism in respect to the foregoing shall be made to the Commissioner only, and shall not be publicized directly or indirectly.

(5) Directly or indirectly pay a fine for a person who has been penalized.

(6) Permit or state in any game program, or by means of its public address system or otherwise, that it, he or they, offer

[34]

or agree, either directly or indirectly, to pay or give money or any other thing of value to any member of the public: neither shall any club or other person referred to in this Section 9.1 be permitted to participate at any time, directly or indirectly, in any lottery of any kind.

(7) Own, directly or indirectly, any interest whatsoever in a professional football organization, league, club or team not a member of the League.

(8) Offer or pay a player or coach, and no player or coach may receive, any bonus, money or thing of value for winning any game played in the League.

No club or any representative thereof shall offer to pay, directly or indirectly, to a player, and no player shall receive, any bonus of any kind unless such bonus provision is attached to and/or incorporated in the contract of such player.

(9) Fail to present its team at the time and place where it is scheduled to play in a pre-season or regular season game, unless such failure is caused by any unavoidable accident in travel or by conditions beyond the control of the member.

(10) Tamper with players of college teams who are not eligible for play in the League under the eligibility rules thereof.

Except for at the sites of post-season college all-star games, member clubs may not time or test college players other than on the campus of the player or at his place of residence. Any compensation and/or transportation provided to player or coach of player shall be considered conduct detrimental to football.

(11) Tamper with a player or coaches or other employees under contract to or the property of another Member Club.

(12) Offer, agree, conspire, or attempt to illegally influence the outcome of the member or fail to suspend immediately any officer or player or other employee of the member who shall be proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wager of any game in which a member club participates.

(13) No beer or other beverage may be dispensed in NFL stadia except by being poured into cups.

(14) Any use by any club at any time, from the start to the finish of any game in which such club is a participant, of any communications or information gathering equipment, other than Polaroid-type cameras or field telephones, shall be prohibited, including without limitation video tape machines, telephone tapping or bugging devices, or any other form of electronic device that might aid a team during the playing of a game.

(15) In respect to Minor League clubs and the Canadian Football League, the following prohibitions shall apply to all clubs in the League:

[35]

(a) No club in the League shall own or have any financial interest, directly or indirectly, in any minor league club.

(b) No club in the League shall, directly or indirectly, loan money to, nor make a gift or contribution to, nor become a surety or guarantor for any minor league club or for any player, coach, employee, owner, stockholder, officer, director or partner therein, or to any holder of any interest in any minor league club.

(c) The restrictions on the clubs in this League as set out in this sub-paragraph and (a), and (b) above, shall likewise apply to all owners, stockholders, officers, directors, partners, agents, representatives, or employees of clubs in the League as well as to any other person owning any interest in any club in this League.

A "minor league club" shall include any professional football club not a member of this League, which has been designated by the Commissioner of this League as a minor league club.

Should any club in this League violate the provisions of this 9.1 (C) (15), then, in addition to all other remedies available to the Commissioner under this Constitution and By-Laws, such club guilty of such violation shall not have the right to employ as a football player any player who was under contract to or played for such minor league club at the time of any such violation.

(D) No player, coach or manager shall, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any member club of the League, other than in the member club with whom he is employed, and then only under any agreement approved by the Executive Committee stipulating for the immediate sale (and the terms thereof) of such stock or financial interest therein in the event of his transfer to, employment by, or association with another member club. A player, coach, or manager financially interested in another member club shall be ineligible to play for, coach or manage the club of any other member while, in the opinion of the Executive Committee, such interest is retained by or for him, directly or indirectly.

(E) No player, coach, manager or owner may remove his team, nor order his team removed, from the field during the playing of a game, regular or pre-season, except at the direction of the referee. Should any club in this League violate the provisions of this subsection 9.1 (E), then in addition to all other remedies available to the Commissioner under this Constitution and By-Laws, such club guilty of such violation shall face possible forfeiture of any victory or tie achieved in such game and in addition incur sole liability for financial losses suffered by the opposing team and any other member clubs so affected. All such determinations shall be made by the Commissioner.

(F) No member shall place its TWX machine in an area to which non-club personnel has access.

[36]

Tampering

9.2 If a Member Club or any officer, shareholder, director, partner, employee, agent or representative thereof, or any person holding an interest in said club shall tamper, negotiate with, or make an offer to a player on the Active, Reserve or Selection List of another Member Club, then unless the offending club shall clearly prove to the Commissioner that such action was unintentional, the offending club, in addition to being subject to all other penalties provided in the Constitution and By-Laws, shall lose its selection choice in the next succeeding Selection Meeting in the same round in which the affected player was originally selected in the Selection Meeting in which he was originally chosen if such affected player was never selected in any Selection Meeting, the Commissioner shall determine the round in which the offending club shall lose its selection choice. Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending club and may award the offended club 50% of the amount of the fine imposed by the Commissioner. In all such cases the offended club must first certify to the Commissioner that such an offense has been committed.

Additional Restrictions

9.3 (A) (1) No coach, or administrative or supervisory employee, as hereinafter defined, may be employed by any member club of the League without the prior approval of the Commissioner. All coaches must have a written contract: such contract shall be filed in the League office promptly following execution, and the terms thereof must be approved by the Commissioner; an administrator or supervisory employee, for the purpose of this section, shall mean a General Manager or any assistant to the President or Executive officer of the club.

(2) Every contract with any employee of the League or of a club therein shall contain a clause wherein the employee agrees to abide and be legally bound by the Constitution, By-Laws and the Rules and Regulations of the League, as well as by the decisions of the Commissioner thereof, which decision shall be final, conclusive and unappealable; such contract shall provide further that the contracting parties, if involved or affected in any manner by a decision of the Commissioner, agree to release the Commissioner and to waive every claim he, they or it have against the Commissioner individually, and in his official capacity, as well as against the League, each and every member club thereof, and any and all directors, officers, stockholders, partners, or holders of an interest therein, for damages and for any other claims or demands arising out of or connected with any decision of the Commissioner.

(B) (1) A veteran player must be paid a full game current season salary and a first-year player a half-game salary for playing in the Chicago Tribune All-Star Game.

[37]

(2) Any player, eligible to participate as a member of the League Championship Team, who is traded or sold to another club prior to the Chicago Tribune All-Star Game in the succeeding season must be paid one-half of his game salary for the Chicago Tribune All-Star Game by the League Championship Club; such salary shall be calculated on the basis of the salary in effect at the time of the trade or sale. If such player is waived by the Championship Club and then claimed by another club, then the claiming club, if awarded the player, must pay such player the one-half game salary such player would have received for such All-Star Game, if he had not been waived; such salary shall be calculated on the basis of the salary in effect at the time said player was waived.

(C) No owner or person holding any interest in a member club, nor any officer, stockholder, director or partner thereof, nor any officer or employee of the League or a member club thereof, shall enter the dressing room of a game official.

(D) Subject to the provisions of Section 17.11 hereof, for purposes of this sub-section, a player shall be deemed to be an "active member of the Armed Forces" until he is discharged therefrom or listed as a reserve member of the Armed Forces. No active member of the Armed Forces may play or practice with a club in the League, subject to the following limitations:

(1) In the event of a declaration of war, the Commissioner has the right to suspend this requirement for the duration thereof.

(2) This provision shall not apply to participation in the Chicago All-Star Game, nor to any pre-season games.

(3) This provision shall not apply to any player who has been given a conditional release from the Armed Forces or is on terminal leave.

(4) Active members of the Armed Forces may play or practice with a club provided:

(i) The club, at the time the player is inducted into the Armed Forces of the United States, continues to carry such player as one of its active players and notifies the Commissioner to that effect at the time of said induction; and

(ii) Such player receives permission from his Commanding Officer in the military service to play or practice with such club.

(E) No club, nor any coach, representative or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in the League; no electronic magnifiers or loud speaker systems may be used or employed either from the stands, bench or

[38]

sidelines to impart any information or instructions to players engaged in play on the field, but such instruction or information shall only be given orally or through substitution.

(F) No films of prior games shall be shown or displayed on or by means of television other than complete game films; such film shall not be stopped during any showing; provided, however that in the staging of a regular quarterback show of a club, clips or portions of game films may be shown. In connection with the showing of films, no employee, officer, owner or representative of a club shall make any comment or express any opinion, publicly or for publication, on the quality of the officiating or that any play shown was or was not illegal.

(G) No bonus may be paid to a player or players for winning a particular game; neither may remuneration or gifts of any kind other than those listed in the contract of a player, be announced, promised, or paid directly or indirectly by a Member Club, or by any person connected with or employed by a club.

(H) No blanket remuneration or bonuses shall be paid or given to players at any time.

(I) Players under contract shall not be required to report to training camp prior to the Friday immediately preceding the Sunday that is nine weeks before the opening regular season game, except that the team participating in the Chicago Tribune All-Star Game shall be permitted to conduct its practice sessions in accordance with the provisions of the agreement covering the playing of the game. There shall be no contact work prior to the official opening of training camp. Use of pads is prohibited.

(J) All clubs must pay the travel expense of the players to training camp, and if the player thereafter is included on the Active List of the club for the first League game, travel expenses to training camp for that player, if previously paid, may be deducted from the salary of the player. If a player is waived out, then the waiving club shall pay the travel expenses of the player for the return trip to his house, provided, however, that if the player is claimed by another club under waivers, or is sold or traded, then the club acquiring the player shall pay the travel expenses of such player incurred in connection with reporting to the new club.

ARTICLE X BROADCASTING AND TELEVISION

Contract Conditions

10.1 Any contract entered into by any club for telecasting or broadcasting its games shall be subject to the conditions that:

(a) The sponsor, the contract itself, the broadcasters who telecast or broadcast such games, and the men who do the color, also

[39]

any person or persons who do a pre-game or post-game show from inside the park, must have the written approval of the Commissioner of the League. All holders of contracts with the League teams shall present to the Commissioner of the League in writing three (3) names each for the men who will do the television, radio, color, and pre-game and/or post-game shows and the Commissioner shall select one of such persons for each of the above duties on the basis of what he believes to be in the best interest of the game and the League.

(b) Any broadcaster may be removed by the Commissioner for conduct considered by the Commissioner as detrimental to the League.

(c) The Constitution and By-Laws of the League as amended from time to time, shall be applicable to any person performing such function.

Television Restrictions

10.2 Subject to the limitations and exceptions set forth in this Article, member clubs participating in any game are authorized to telecast and broadcast such game anywhere except as follows:

(a) No club shall cause or permit a game in which it is engaged to be telecast into any area included within the home territory of any other club on the day that such other club is engaged in playing a game at home.

(b) No telecast of a home game within the home territory of a club shall be caused or permitted, except by agreement between the participating clubs.

(c) Each home club grants to the visiting club the exclusive right to permit or license the telecast of the game being played between them back to the home territory of the visiting club.

The Commissioner will not approve any contracts that do not contain a provision stating that the contract is subject to Article X as now or hereafter in effect.

Television Income

10.3 All regular season (and pre-season network) television income will be divided equally among all member clubs of the League regardless of the source of such income.

Network Provisions

10.4 In any network television contract in effect in the League after 1970 the following provisions shall apply:

(a) Each regular season road game of the New York Giants, New York Jets, Oakland Raiders and San Francisco 49ers will be televised live back to the home territory of the club participating in the road game.

(b) Every effort shall be made to avoid direct conflicts between the television of road games of either the New York Giants or New York Jets and any home game of either club.

(c) Without the prior consent of the home team no road game of either the Oakland Raiders or the San Francisco 49ers respectively may be televised back to the home territory of the other club on any day when the other club is playing a game at home.

Championship Games

10.5 The sale of radio and television and film rights for the World and Conference Championship Games shall be under the sole jurisdiction of the Commissioner and be subject to the provisions of Article X.

In the World and Conference Championship Games:

(1) The participating clubs may broadcast by radio on a non-exclusive basis from a station located in its home territory; provided, (a) said club contributes to the gross receipts of the game (to be divided in the same manner as game receipts are distributed) a fair and equitable sum fixed by the Commissioner in his role and absolute discretion; and (b) provided the Commissioner approves all sponsors and broadcasters involved in the game.

(2) No television station may carry or broadcast the game if its signal is visible in the home territory (75 miles) of the home club in the city where the game is being played. The Commissioner's decision in this matter shall be final.

Broadcast Facilities

10.6 Each club when playing at home shall provide adequate space for use of the visiting club in telecasting and/or broadcasting each game.

Player Depiction and Club Promotion

10.7 The player grants to the club controlling his contract and to the League severally and jointly, the privilege and authority to use his name and/or picture for publicity and/or advertising purposes in newspapers, magazines, motion pictures, game programs and annual roster manuals, radio material, television telecast, and all other publicity and/or advertising media providing such publicity and/or advertising does not in itself constitute an endorsement by that individual player of a commercial product.

Judgment

10.8 All provisions of Article X are intended to conform to and are subject to the Final Judgment of the United States District Court

[41]

for the Eastern District of Pennsylvania entered December 28, 1953, and as thereafter modified, against the National Football League and certain of its member clubs; in the event of any conflict between the Constitution and By-Laws and said judgment, the provisions of said Final Judgment, as modified, shall prevail.

ARTICLE XI PLAYING RULES

Official Rules

11.1 The playing rules of the League shall be those set out in the National Football League Rules Book.

Amendment of Rules

11.2 Playing rules may be amended or changed at any Annual Meeting by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League, provided the proposed amendment or change has been presented to the League in writing thirty (30) days prior to the preliminary Rules Committee Meeting; otherwise unanimous consent is required for any amendment to the Playing Rules.

Rules Committee

11.3 Each member club of the League shall have one representative only on the Rules Committee.

ARTICLE XII ELIGIBILITY OF PLAYERS

General Rules of Eligibility

12.1 (A) No person shall be eligible to play or be selected as a player unless (1) all college football eligibility of such player has expired, or (2) at least five (5) years shall have elapsed since the player first entered or attended a recognized junior college, college, or university, or (3) such player receives a diploma from a recognized college or university prior to September 1st of the next football season of the League. The expression "recognized junior college, college or university" shall be interpreted to mean any college listed in the Blue Book of College Athletics, published by McNitt Co., Inc., 2442 East 4th Street, Cleveland, Ohio) and/or the Education Directory—Higher Education—Federal Security Agency, Office of Education Part Three, Washington, D.C.

The fact that a player has college eligibility remaining in another sport other than football shall not affect his eligibility under this section provided the player meets all other qualifications here-

under. Any player with college football eligibility remaining in accordance with the foregoing provisions hereof shall not be eligible to be selected unless such player gives written notice to the Commissioner of his intention on or before January 15th in that year stating his intention to graduate before the fall semester. Any player who fails to give such notice to graduate and then does graduate prior to the fall semester, cannot be signed to any contract; such players shall be selected in a separate selection meeting at a time and place fixed by the Commissioner, the order of selection to be determined either by lot or some other method prescribed by the Commissioner. The Commissioner shall have the right to change the date of January 15th above referred to, if, in his opinion, such change is necessary to properly conduct the selection meeting.

Despite the foregoing, if four college football seasons shall have elapsed since the player first entered or attended college and, if such player did not at any time during such period, participate in college football, such player shall be eligible for selection.

(B) No player may be signed to a contract or any other document (including a letter of intent), directly or indirectly, until completion of all football games, including post season bowl games in which the team of the school or college of such player is to participate and in which the player is to participate; such provision shall also apply to college football players competing in football in any season ending after that date when the original class of such player shall have been graduated. If a club violates this section, it shall be subject to punishment by the Commissioner; such punishment shall provide for the loss of selection choices of the offending club in the next or in succeeding Selection Meetings up to and including the entire Selection List. All negotiating rights to the player or players so involved shall be awarded to the club lowest in the League standings, excluding the offending club, at the time of the last Selection Meeting.

(C) A diploma of graduation issued by a recognized college or university to a student under an accelerated course or program shall be acceptable for eligibility purposes despite the fact that the student actually attended such institution for a period of less than four (4) years.

(D) No free agent with college athletic eligibility remaining, who registers at a college for the fall term or semester may be signed to a contract by a club in the League until the close of the next succeeding Selection Meeting of the League at which meeting he would be eligible for selection.

(E) No person who plays college football after the opening date of the training season in any year may play football in the League during the balance of the same calendar year.

(F) No person eligible for the Selection Meeting in any calendar year may be signed to a contract with a club in the League until the Selection Meeting in that year.

[43]

(G) A player, either under contract to or on the Reserve or Selection List of a League club, shall be a member of the team of that club until the Commissioner receives notice from such club that other League clubs are free to negotiate or contract with said player. Upon receipt of any such notice, the Commissioner shall promptly notify each other League club thereof. Until the notice is given by the Commissioner, no other club may sign a contract nor negotiate with such player unless prior written permission thereof has been given by the club owning rights to such player.

(H) Any player, whose contract with a League club has expired, shall thereupon become a free agent and shall no longer be considered a member of the team of that club following the expiration date of such contract. Whenever a player, becoming a free agent in such manner, thereafter signed a contract with a different club in the League, then, unless mutually satisfactory arrangements have been concluded between the two League clubs, the Commissioner may name and then award to the former club one or more players, from the Active, Reserve, or Selection List (including future selection choices) of the acquiring club as the Commissioner in his sole discretion deems fair and equitable; any such decision by the Commissioner shall be final and conclusive.

Rules and Regulations

12.2 (A) A club, at its option, may adopt individual club rules and regulations not inconsistent with or contrary to the Constitution and By-Laws of the League and/or the Rules and Regulations of the League. The club shall give the Player reasonable notice of all rules and regulations adopted by the club. Any club adopting rules and regulations may suspend and/or fine a player for violation thereof.

(B) The League may adopt League rules and regulations, and any rules and regulations so adopted must be printed on the reverse side of the standard form of player contract used by the League.

Restriction on Play by Other Employees

12.3 (A) No person employed by a club as a coach, trainer or in any capacity other than as a player, may play for that club in that same year unless such person is listed and counted as an Active Player at the time of the first and in each succeeding player limit reduction.

(B) Whenever a player under contract or option to a member club in the League fails to report to that club prior to its first League game, then such player, without the prior consent of the Commissioner, may not play with any club in the League during that same season if said player played in any other League, or with any other team other than in or for the League during that same calendar year, unless such other league or other club in which or for whom such

player played is designated by the Commissioner of the League as a minor League; the decision of the Commissioner shall be final.

(C) Whenever a player has played or coached football in Canada during any season either while as a free agent or as a member of the Reserve List of but not under contract to a member club in the League, then such player may not play for any club in the League during that same calendar year, unless such player has first signed a contract and reports to such member club prior to the first League game of that club, and unless his play or participation in Canada occurred prior to the first League game of that member club; in any event, any player who shall have played in Canada cannot play or practice with a member club in the League unless (1) such player signs a contract with a member club of the League and such contract is not disapproved by the Commissioner and (2) such player proved to the satisfaction of the Commissioner of the League that he is eligible to play in the League at a hearing conducted thereon by the Commissioner, whose decision would be final and unappealable.

(D) Any player who had played or participated in football in Canada while under contract, option or as a member of the Reserve List of any club in the League, and who did not report or was not listed as an Active player of the Club at the time of the first League game of such club, may not play with any club in the League during that same season, regardless of the circumstances thereof.

(E) No player under contract to a club in the League shall be permitted to participate in any football game for or against any team, group or organization outside the League, except in games officially approved and sanctioned by the League.

(F) If a player reports to the club at its training camp and is, in the opinion of the club physician, unable physically to perform his services as a player, then the club shall not permit such player to practice with the club until October 15th of that year, and additionally, shall not be permitted to activate such player to play any game for such club until November 1st of such year unless the club shall place such player on its Active List and count such player as an Active player from the first cutdown date fixed under the player limit. If a player commences practice on or after October 15th, then after two weeks shall have elapsed, the club must do one of the following: place such player on the Reserve, Future or Active List, waive such player or trade such player if the trading period shall not have expired.

ARTICLE XIII SCHEDULE

Preparation

13.1 The Commissioner shall draft a schedule and forward the same to the member clubs as soon as possible after each Annual

[45]

Meeting; such schedule shall constitute the official schedule for the League games of each member club of the League and shall not require any consent nor approval by the member clubs.

13.2 The following conditions shall govern and apply in the drafting of the schedule each year, namely,

(a) Whenever reference is made to a Green Bay home game, it is understood that such home game may be scheduled at either Green Bay or Milwaukee subject to the approval of the Commissioner.

(b) Without the consent of the affected clubs, neither the New York Giants, New York Jets, Oakland Raiders, nor the San Francisco 49ers shall be required to play any regular season home games on days other than Sundays, nor will any of such clubs be required to play more regular season games on the road than at home.

(c) The San Francisco 49ers and Oakland Raiders will not be required to play any regular season game at home on the same day without the consent of both clubs.

(d) The San Francisco 49ers and Oakland Raiders will not be required to play the same opponent at home on successive weekends without the consent of both clubs.

(e) Commencing in 1970 there will be established a regular pattern of games between the two conferences; clubs shall be rotated annually with the original rotation to be established by the Commissioner.

(f) Commencing in 1970 a club in a four-team division in each conference shall play home and home with each club in its own division and five (5) games with clubs in the other divisions of its conference, and three (3) games each year with clubs of the other conference; despite the foregoing, the Denver club, for a period of five (5) years commencing in 1970, will play four (4) games with clubs in the other conference. If the Denver club should move from a four-team division to a five-team division within such five-year period, it shall thereafter play three (3) games with clubs of the other conference each year.

(g) Clubs in a five-team division shall play home and home with each club in its own division each year, and three (3) games each year with teams in the other divisions of its conference and three (3) games each year with teams of the other conference.

(h) In establishing the scheduling formula for the intra-conference rotation among clubs commencing in 1970, the following method shall be used:

(1) A separate alphabetical letter shall be assigned to each club in each division by a method determined by the Commissioner.

(2) Having made the designations specified in §1 above, each year clubs in each four-team division shall play three (3) other

[46]

clubs in the other four-team division in its conference, and shall play two (2) games with two (2) other clubs in the five-team division in its conference.

Clubs in the five-team division of each conference shall play two (2) games with two (2) clubs in one of the four-team divisions in its conference, and one game with one club in the other four-team division; the following year such arrangement shall be reversed and then alternated thereafter.

Nothing herein contained shall affect the special provisions involving the Denver club set out in Section 13.2 (f) above.

(i) The scheduling formula for inter-conference games each year shall be in accordance with the following format:

(1) Each of the 26 clubs in the League shall be assigned an alphabetical letter by a method to be pre-determined by the Commissioner. Following such alphabetical letter assignment, the 13 clubs in each conference shall be listed alphabetically in separate parallel columns; then, in the year 1970, each of the 13 clubs in one conference shall play the clubs in the other conference in this manner: the three (3) clubs in the other conference shall consist of the club listed directly opposite each club, directly above it and directly below it in the parallel column of the opposing conference.

(2) In the next year, the list of clubs in the column in one conference will be rotated by removing the three (3) clubs originally listed at the top of the column and placing such three (3) clubs at the bottom of such conference column. The remaining ten (10) clubs on such conference column will be moved up three positions in the column; then the same method used in §1 above for determining the three (3) clubs to be played by each club of the other conference listed in the opposite column that year will be applied.

(3) Such system will be repeated annually with the same conference column being rotated each year by the method prescribed in §2 above; such rotation so determined shall be continued indefinitely and repeated continuously.

Schedule Adjustments

13.3 (A) In the event a member club ceases operating and a new franchise is then issued by the League to a new member club to replace such former member, the new member shall be obligated to perform under the same schedule in effect at the time the former club ceases operations, whether or not the franchise issued to the new member is to be operated in the same city as the former franchise holder.

(B) In the event a member club shall cease operations and the League does not replace such franchise by issuing a new franchise or by the transfer of the former franchise, the Commissioner is em-

[47]

powered to make whatever adjustments in the schedule as he in his sole discretion decides are necessary, and all member clubs shall be bound thereby.

Change in Site

13.4 When a game is scheduled in a stadium used for baseball, the Commissioner shall have the right to change the site of the game, whenever he concludes such action is necessary by reason of the probable participation of the baseball club in the World's Series; in such event, the visiting club will be reimbursed by the League for any extra travel expense incurred because of such change, and the home club will be compensated by the League for any loss of revenue suffered by it as a result of such change in the site of the game. The Commissioner's decision shall be final and binding upon both of the affected clubs in respect to the need for and amount of any such compensation or reimbursement.

ARTICLE XIV SELECTION MEETING

14.1 A Selection Meeting of the League shall be held on the second Tuesday following the playing of the last post-season game; there shall be only one Selection Meeting each year. The Commissioner shall preside at the Selection Meeting and is empowered to settle any dispute or controversy involving or occurring in the Selection Meeting not otherwise covered by provisions of the Constitution and By-Laws of the League.

14.2 The only players eligible to be selected in any Selection Meeting shall be those players who fulfill the eligibility standards prescribed in Article XII, §12.1 of the Constitution and By-Laws of the League.

14.3 (A) At each Selection Meeting each club participating therein, shall select players of its own choice; selection shall be made by the clubs in each round in the reverse order of their standing.

(B) Reference in this Article to "standing" shall mean the standing of the clubs in the League in regular season games at the time of the Selection Meeting. In calculating the percentage, tied games shall not be considered as having been played. To determine the percentage, the total number of winning games shall be divided by the total number of games played in the season; provided, however, that the winner of the World Championship Game shall select last, and the loser of such game shall select next to last in all rounds regardless of the record of such participating clubs in the regular season.

(C) One player shall be selected on each round by each club participating in that round.

{48}

(D) There shall be seventeen (17) selection rounds at each meeting.

Selecting Ineligible Player

14.4 If any club selects an ineligible player, such club shall lose the right to that player and to the selection choice for that year.

Reserve List—Selectees

14.5 The selecting club shall have the exclusive right to negotiate for the services of each player selected by it in the Selection Meeting. Selected players shall be placed on the Reserve List of that club.

Selectee Returning To College

14.6 Any player eligible for selection at the Selection Meeting who is not selected, shall be eligible to sign with any club in the League; provided, however, that if any eligible selectee not chosen possesses additional college eligibility and thereafter attends college in the fall semester following the Selection Meeting, such player may not be signed by any club until after the close of the next succeeding Selection Meeting at which time he is eligible for selection.

League Policy On Playing With Another Club

14.7 The League reaffirms the resolution passed unanimously in May 1935, and which has been in effect in the operations of the League since that time by adding the following action:

If for any valid reason it would be impossible for a player to play in the city by which he has been selected, or the player can show reasonable cause why he should be permitted to play in a city other than that designated for him, then through such arrangements as can be made by sale or trade with another club, he shall be permitted to play in the city he prefers if the Commissioner of the League approves his reasons as valid.

ARTICLE XV

PLAYER CONTRACTS

Standard Player Contract

15.1 All contracts between clubs and players shall be executed in triplicate and be in the form adopted by the member clubs of the League; such contract shall be known as the "Standard Players Contract". Subject to the provisions of Section 9.1(C)(8) hereof, a club may delete portions of or otherwise amend the Standard Players Contract subject to the right of the Commissioner to disapprove the same, as provided by Section 15.4 hereof.

[49]

Amendment of Standard Player Contract

15.2 (A) The form of Standard Players Contract adopted by the League may be amended at any time by the affirmative vote or written consent of not less than three-fourths or 20, whichever is greater, of the member clubs of the League; provided, however, that in the event of an amendment to the Standard Player Contract, or should a new Standard Player Contract be adopted by the League, such action shall in no manner affect, change, modify or terminate any of the terms or provisions of any unexpired Standard Player Contract then in effect between a player and a club in the League.

(B) All valid unexpired player contracts, including options for extensions thereof, signed in the NFL or AFL prior to Feb. 1, 1970, and in effect on that date, shall remain in full force and effect in accordance with the terms thereof, until the terms of such contracts shall expire, despite the fact that the provisions thereof may differ from the Uniform Players Contract adopted by this League for use in their 1970 or in succeeding seasons.

Filing

15.3 An executed copy of each player contract must be filed with the Commissioner within ten (10) days after the execution thereof. The Commissioner's office shall stamp the time of receipt upon all contracts immediately upon the filing with the Commissioner. All other documents required to be filed with the Commissioner shall likewise be stamped immediately upon receipt thereof. Contracts in effect at the date of the adoption of the Constitution and By-Laws shall not be affected by the foregoing provision if such contracts had been previously executed and filed in accordance with the Constitution and By-Laws of the league at the time of execution and filing.

Disapproval

15.4 The Commissioner shall have the power to disapprove any contract between a player and a club executed in violation of or contrary to the Constitution and By-Laws of the League, or if either contracting party is or has been guilty of conduct detrimental to the League or to professional football. Any such disapproval of a player contract must be exercised by the Commissioner within ten (10) days after such contract is filed with the Commissioner.

Promulgation

15.5 The Commissioner shall notify all clubs from time to time of the execution of player contracts.

Prerequisite To Play and Practice

15.6 No club shall permit a player in any game with its team unless:

[50]

(a) A Standard Player Contract has been executed between the player and a club or the Player Contract has been properly assigned to the club, and

(b) Such contract or assignment is on file in the League office or the League office has been notified by telegram of the execution of a contract or assignment.

Minimum Salary and Training Expenses

15.7 The minimum first-year income for a selected player shall be \$12,000.

15.8 In addition to the salary stipulated in §3 of his contract, each player shall, during the training season, be paid an allowance for expenses to be determined by the club.

ARTICLE XVI ASSIGNMENT OF PLAYER CONTRACTS

Method of Assignment

- 16.1 A club may assign a player contract to another club by:
- (a) Executing in triplicate the form of assignment prescribed by the Commissioner;
 - (b) Delivering the assignment to the Commissioner, and
 - (c) Notifying the player of the assignment of his contract.

Notice to Player

16.2 Written notice of assignment of his contract shall be delivered to the player in the form prescribed by the Commissioner, and a copy of such notice shall be filed with the Commissioner. Immediately following any assignment the player shall report to the assignee club as promptly as possible and shall perform services with the assignee club as prescribed in said contract.

Salary Liability

16.3 The assignor club shall be liable for such proportion of the player's salary for the season as the number of the applicable League games of the assignor club's regular season elapsed up to and including the date of assignment bears to the total number of games in the assignor club's regular season; provided, however, that whenever such assignment involves a player claimed as a result of a waiver, then the allocation of salary shall be subject to the provisions of §18.7 hereof. The assignee club shall be liable for the balance of the player's

[51]

salary subject also to the provisions of S18.7 in respect to players acquired through waiver. For the purposes of this section, the date of assignment shall be deemed to be the date on which notice of assignment is delivered to the Commissioner as prescribed in S16.2 hereof, or the date when the player was notified orally of such assignment by an authorized member of the assignor club, whichever occurs first. In the event of a dispute as to whether or not oral notice of the assignment has been given by the assignor club, the burden of proving shall rest with the assignor club.

Waivers

16.4 (A) If waivers are required for assignment of a player's contract, no assignment shall be effected and no notice of assignment shall be delivered to the player unless and until the club has been advised by the Commissioner that waivers have been granted by all clubs entitled to claim the player under the waiver rules.

(B) Whenever a club has been awarded a player through waivers, such club acquires all rights to the player owned or possessed by the waiving club, including any rights to the player's services for a succeeding season or seasons and, subject to the provisions of S18.7 hereof, the claiming club likewise assumes all obligations under such contract or contracts.

Promulgation

16.5 All assignments shall be promulgated by the Commissioner through bulletins sent to each club.

Trading Deadline

16.6 No club shall assign a player contract after 4:00 P.M., New York time, of the day following the time when all clubs in the League shall have played their sixth League game and for the balance of that League season, unless waivers shall have first been obtained from all of the clubs in the League. The restrictions on trading under this section shall apply to players on the Active List, the Move List, the Reserve List, and players who have been waived injured, but shall not be applicable to other players on the Future List.

Conditional Trades

16.7 No trade may be made between member clubs after the date of the first League game in any season wherein the player traded may revert or be traded back to the original club after the commencement of that regular season.

[52]

Trading Back

16.8 Whenever a player is sold or traded to another club in the League, such player may not be sold or traded back to the original selling or trading club unless such player has either:

(a) Been on the Active or Reserve List of the club to which he was traded or sold for not less than two seasons since the trade or sale, or

(b) Been placed on waiver by the club to which he was sold or traded and was thereafter claimed on waiver by the original club, or

(c) Become a free agent after the sale or trade and prior to reacquisition by the club originally selling or trading such player, or

(d) Been on the Active List of another club in addition to the club obtaining such player under the first sale or trade, and then was reacquired by waiver, sale or trade.

Approval by the Commissioner

16.9 (A) No sale or trade by a club shall be binding unless approved by the Commissioner. Immediately following such approval, the Commissioner shall notify all clubs of such trade or sale.

(B) All sale or trade agreements between clubs must be in writing and filed with the Commissioner within fifteen (15) days following completion of such sale or trade. The league office shall stamp the time of receipt on any sale or trade agreement immediately upon the filing thereof.

Inter-Conference Trading

16.10 There shall be no inter-conference trading of players until the day following the final post-season game, and beginning on that day and until July 31, there shall be unrestricted trading of players between conferences which have been established by the league.

Trading from Move or Future List

16.11 When a player on the Move or Future List of a club is traded after 4:00 P.M., New York time, on the Thursday prior to the opening of the regular season, or at any time thereafter, such player must immediately be listed on the Active List of the club to which he is traded.

[53]

ARTICLE XVII
PLAYER LIMITS AND ELIGIBILITY

Player Limits

17.1 (A) Subject to the provisions of S17.3 of this article, beginning August 5th of each year and continuing until the completion of the football season, no club shall have under contract more than sixty (60) players and no player may play with any team unless an executed contract with that team is on file in the office of the Commissioner, pursuant to the provisions of S15.6 hereof. This number shall include all veteran players upon whom options have been exercised for the applicable year, except a veteran player discharged from the military service subsequent to June 1st in the applicable year.

17.1 (B) On or before 2 P.M. New York time, on the Tuesday prior to the first League game, the number of Active Players shall be reduced to thirty-six (36) or less, except that for 1971 only, the following rules in respect to player limit shall govern:

On or before the following dates at the hour of 4 P.M., New York time, sixty (60) players shall be reduced to:

Forty-nine (49) or less Active Players on the third Monday prior to the first League game.

Forty-four (44) or less Active Players on the second Monday prior to the first League game.

Forty (40) or less Active Players on the Monday prior to the first League game.

Despite the foregoing, the following additional restrictions shall apply:

1. Whenever a player or players is or are waived in order to meet the reduction in the player limit from 44 to 40, or less players, none of the players waived in order to reduce the player limit from 44 to 40 or less can be recalled, provided, however, that once the club meets the required reduction to the 40-man player limit, and provided the time for filing claims on the players waived by such club shall have expired, then the club can recall waivers on any player for the balance of that season.

2. Whenever any player is waived injured following the date when each club is required to reduce its Active Player limit to 49 players, then for the balance of that season no such waiver request can be recalled and no claim on any such player waived injured can be withdrawn.

3. Any player who was an All-Star participant in the Chicago Tribune All-Star Game of that year, may be carried as an Active Player by the club without being counted until the player limit of 44 becomes applicable, despite the fact that such player competes in a pre-season game for the club.

[54]

4. No claim on a player may be withdrawn by the claiming club whenever it involves a waiver that occurs after the reduction in the player limit to 49 Active Players.

Active List

17.2 The Active List, for the purposes of this Article, shall consist of all players eligible to play in any pre-season, regular league, play-off, championship or post-season game then under contract to the club within the applicable player limit as set out in the preceding section.

Players Under Contract

17.3 After the final reduction in the player limit to forty (40) Active Players and for the balance of that season, no club shall have more than forty-seven (47) players under contract, including players listed on the Future List and Move List, unless the player or players in excess of 47 is or are placed on the Reserve List subject to all of the restrictions applicable to the Reserve List, or unless otherwise covered by the provisions of Section 17.11 (b) hereof.

Move List

17.4 (A) Move List, for the purposes of this Article, shall consist of players who have been on the Active List of the club in that season and who have been transferred from the Active List to the Move List of the club at any time providing the club gives immediate notice to the Commissioner of such action. Whenever such notice is given, the player so named shall be immediately removed from the Active List of the club and placed on the Move List; any player placed on the Move List must remain on such list for a period of 16 days, but in any event, for not less than two regular season games of such club; no player may remain on the Move List for a longer period than seven regular season games of such club. A club is not required to request waivers on any player in order to place the player on the Move List. The Commissioner shall notify all clubs of each listing of a player on the Move List of any club.

Following a period of 16 days, but in no event before two regular season games of the affected club shall be completed, the club placing the player on the Move List may transfer the player back to its Active List; however, if, during that period the club fails to exercise one of the alternatives hereinafter listed, the player may remain on the Move List for a maximum of seven regular season games of such club; thereafter, on or before 4:00 P.M., New York time, on the Friday following the seventh regular season game of such club, the club must exercise one of the following alternatives:

[55]

(1) Restore the player to its Active List;

(2) Place such player on waiver, which waiver request may be recalled; if the waiver request is recalled, then the club must exercise one of the other four alternatives in this Section 17.4(A);

If a player is waived on the Friday following seven (7) regular season games for which he has been on the Move List, player may not be recalled.

(3) Place the player on its Reserve List;

(4) Again list the player on its Move List, or

(5) Waive another player from its Active List with no right of recall.

Despite the foregoing, a club shall be permitted to make only a maximum of twelve moves to its Move List in any one season; a "move" shall mean every transfer of a player from the Active List to the Move List. If the move involves a player who had previously appeared on the Move List of the Club in that season, such new inclusion of the player shall count as one of the twelve (12) permissible moves.

(B) Anything in this Constitution and By-Laws to the contrary notwithstanding, following the completion of its regular season, a club shall be entitled to make four (4) moves concerning its Active List, from its Future List or Move List but not from its Reserve List, for the Divisional Playoffs, Conference Championship Games or the World Championship Game, providing the players named are then under contract to that club and provided that club remains within the applicable player limit. No club may add such additional players to its Active List for participation in post-season games who are either under contract to or on the Future or Move List of any other club in the League. During the entire post-season period, a player placed on the Move List need not remain on the list for more than one game.

(C) Any player released from military service after October 15th and under contract to the club for such season may be placed on the Future List of that club and may be named to the Active List of the club and participate in any Divisional Playoff game, Conference Championship Game or World Championship Game in accordance with the provisions of the preceding 17.4 (B).

Future List

17.5 (A) The Future List, for the purpose of this Article, shall consist of all players under contract to a club, but who are not on the Active List, the Move List, or the Reserve List of that club.

Teams must make all changes in their Future List no later than Saturday at 4:00 P.M., New York time, and only players on the Future List as of Saturday at 4:00 P.M., New York time, can be activated for a Sunday game subject to the provisions of Section 17.11 (b) hereof.

[56]

Any change of player personnel which occurs on Sunday will be submitted by the club making the change to the Game Referee at least 60 minutes before kickoff, and the Referee in turn will forward the information to the League office by 12:00 Noon, New York time, on Monday.

(B) No player may practice with a club unless such player is signed to a contract with that club for the current or succeeding season or seasons. All contracts including contracts of players on the Future List must be filed with the Commissioner in accordance with the provisions of Section 15.3 hereof.

(C) Following shall apply for 1971 and 1972 only: Subject to the provisions of Article XVIII, no player who shall have been under contract to any member club of this League or a player who attended any workouts for a club may play football for the same club in this League until two (2) seasons, including the season in which he participates, shall have elapsed from the date said player participated for a League club; unless

(1) Player is placed on that club's Future or Active List prior to the trading deadline of the season in which he is waived. After trading deadline, club has ten (10) days to place waived player on Future List. Any player listed on the Future List of a club may play for a minor league club.

(2) Player is placed on the Active List of another club during the pre-season or regular season and subsequently waived by that club and becomes a free agent, or, player is traded to a club from which he has been waived. No player may return to the original playing club unless he has been active for at least one pre-season or regular season game.

(3) Player, in the one succeeding season is signed by a club from which he has not been waived previously and is then released. However, in no event in the succeeding season may a player be signed by a club from which he has been waived previously unless after the date of the player reduction to 49.

(4) Player is re-signed by the original club during the off-season following the initial season and player is immediately placed on waivers, such waivers to be recalled if player is not claimed but to be no-recall waivers if such player is claimed. Additionally, there shall be no withdrawal of claims made under this sub-section.

Reserve List

17.6 The Reserve List of each club may consist of a list of all players:

- (a) Retired while under contract to the club;
- (b) On the military service list of the club;
- (c) Selected in a Selection Meeting by the club, but never under contract to it;

[57]

(d) Suspended or declared ineligible, or expelled from the league for violation of the contract between the player and the club, or for other reasons permitted by this Constitution and By-Laws.

(e) A player on a club's Reserve List shall not be eligible to contract with any other club unless and until the player is released or his contract assigned as provided in this Constitution and By-Laws.

Reserve List Limitations

17.7 (A) Any player on the Active List of the club who reports to the club and is thereafter placed on the Reserve List by reasons other than Military Service, may not play with his club for the balance of that pre-season or regular season unless waivers have been asked on such player, which waivers may not be recalled; provided, however, that if such player becomes an Active Player with another club and such other club thereafter asks waivers on him, and he is either claimed, released on waivers or plays with another club in its league in that season, then the original club is entitled to restore such player to its Active List if it acquires him in a manner permitted by this Constitution and By-Laws or in those of the League. If another club acquires any player from the Reserve List of another club, such player cannot play for the acquiring club for the balance of that season unless the acquiring club waives such player without recall.

(B) Additional Reserve List Limitations: Whenever a player on the Active List, the Move List or the Future List is placed on the Reserve List as an injured player, the following provisions shall apply:

(1) The player may attend the team meetings.

(2) Subject to sub-paragraph (4) below, such player may not participate in practice with any other Active Player or Players on the club.

(3) He may undertake such physical reconditioning or rehabilitation work as prescribed by the club doctor or trainer with the understanding that such right to engage in such reconditioning and rehabilitation activities does not permit the player to practice or participate with any other Active Player or Players.

(4) Despite the foregoing, such player may practice without restriction during the last two weeks of the regular season.

(C) Whenever a player from the Future List of a club is placed on the Reserve List as injured within forty-eight (48) hours after such player clears waivers, such player may attend team meetings and practice with the club and perform all of the other duties of a player except that such player may not participate as an Active Player for that club or for any other club in the same or in any subsequent season unless such player is first placed on waiver without right of recall.

(D) Whenever a player from the Future List of a club is placed on the Reserve List as injured at any time after forty-eight

[58]

(48) hours shall have elapsed from the time such player cleared waivers, such player cannot play or practice with such club for the balance of that season; except that in the last two weeks of that season he may practice with the club. Such player, however, may play with that club in the succeeding season or seasons without having to be placed on waiver.

(E) Whenever a player is placed on the Reserve List of a club for any reason the club must promptly submit a written report to the Commissioner stating the reason for such action. Upon receipt of such information, the Commissioner shall investigate the circumstances thereof in such manner as he deems appropriate; the Commissioner shall have the right to request further explanation or substantiation of the matter, and the club shall supply the same. In the event the Commissioner determines that placing such player on the Reserve List violated the provisions of Section 17.8 of the Constitution and By-Laws, or was improper or contrary to the Constitution and By-Laws of the league, the Commissioner shall have the power to remove such player from the Reserve List and to take such other action against the club that he believes appropriate; additionally, when such determination is made by the Commissioner all expenses incurred by the Commissioner in any investigation thereof shall be charged against the involved club and such club shall be obligated to pay such expenses upon demand by the Commissioner.

Evasion

17.8 Evasion. No club shall place any player on its Reserve List in order to evade the player limit.

College All-Star Players

17.9 Any player injured while a member of a pre-season All-Star squad in connection with a game approved by the League may thereafter be carried without being counted as an Active Player for the determination of the applicable player limit, and without requiring the club to place such player on its Reserve List; such privilege shall continue until such player is able to play football. If such player, after being listed and counted as one of the Active Players within the applicable player limit, has a recurrence of the same injury, then such player may again be carried as a player of the club without being counted as an Active Player or being placed on the Reserve List until he again recovers from such re-injury.

Retired Players

17.10 A Retired Player is defined as a player who discontinues professional football play in the league while under contract or option to a club. A Retired Player shall not be eligible to play football in the League until he shall have been reinstated by the Commissioner

as provided in S17.14 hereof. Upon his reinstatement such player shall be eligible to play football only for the club entitled to his services at the time of his retirement, or its assignee.

Military Service List

17.11 Any player on the Active List for the first regular season game who is thereafter inducted into the armed forces of the United States shall automatically be placed on the Reserve List of his club and shall not count in the Active Player limit of said club nor be permitted to play or practice with the club until his reinstatement to the Active List, subject to the provisions of S17.14 hereof and S9.3 (D-4).

The following additional rules shall apply in respect to the military service of a player:

(a) No player who reports to his club after the commencement of training camp due to any reserve military obligations affecting such player, need be counted on the Active Player roster of the club until he receives one (1) day's practice for every day missed due to his military obligation, but not to exceed four (4) weeks; provided, however,

(i) If such player plays in one or more pre-season games, he must be counted on the Active List.

(b) No player reporting to his club after October 15th in any year need be counted on Active or Future List as an Active Player unless the club wishes to activate such player for a regular season game.

(c) Whenever a player reports to his team and thereafter is placed on military reserve to permit such player to fulfill the required two weeks of active military duty, such player shall be allowed one week following his return to the club before such player must be counted as an Active Player; however, if the club elects to play such player in any pre-season or regular season game, such player must be included on the Active List of such club.

(d) None of the privileges accorded under the provisions of this Section 17.11 shall apply to players having military service obligations of less than a period embracing fourteen (14) days.

(e) All clubs are obligated to notify the League Office within forty-eight (48) hours of the time when any of its players are released from Active military service and shall specify the date such player reported to the club. Failure of a club to comply with this provision will require the League Office to treat the date such player was released from the service as the date when such player reported to the club.

[60]

Suspended Players

17.12 A club or the Commissioner may suspend a player for violation of this Constitution and By-Laws or those of the league or for violation of his Standard Players contract or the rules and regulations of the league or the club. During the period of suspension, a player shall not be entitled to a salary, and shall be ineligible to play with any club. Any player suspended by a club shall have the right to appeal to the Commissioner, who shall have authority to order his reinstatement upon such terms as he deems proper.

Ineligible Players

17.13 ~~Ineligible Players.~~ The Commissioner may, on application of a club, or on his own motion, declare ineligible a player who violates his contract, is guilty of conduct detrimental to the best interests of professional football, or who violates this Constitution and By-Laws or the rules and regulations of his club. Any ineligible player shall not be entitled to play for any club in the league until he shall have been reinstated by the Commissioner.

Reinstatement of Players

17.14 Any retired, ineligible or suspended player or (subject to 17.11 hereof) any player on the Military Service List may make application to the Commissioner for reinstatement. The Commissioner shall promptly notify the player's club of such application and shall promulgate the granting or refusing of any such application. No Retired Player shall be reinstated during the last thirty (30) days of the season. Despite the foregoing language of the Section, a Suspended Player shall be counted on the Active List of the club unless such club either places the player on its Reserve List or waives the player.

Listing of Players

17.15 All players must be listed by the club on one of the following lists:

1. Active List
2. Move List
3. Future List
4. Reserve List

The total number of players on the Active, Move and Future Lists of a club cannot exceed a total of 47 players at any time.

Player Leaving Camp

17.16 If a player leaves the camp of his club during either the training season or the regular season without permission, the following provisions shall apply in respect to such player:

[61]

(A) If such player returns to his club within five (5) days from date of his departure then the club shall be limited to the exercise of one of the following alternatives:

(1) The club may restore such player to its Active List, provided it either has maintained or immediately provides a place on its Active List within the applicable player limit; or

(2) The club may waive or trade such player.

(B) If such player does not return to his club until five (5) or more days shall have elapsed from the date of his departure, and the club did not retain a place on its Active Roster for such player, then the club shall have the right to exercise any one of the following options:

(1) The club may place such player on its Reserve List as a Retired Player;

(2) The club may reduce its Active Roster to provide a place thereon for such player; or

(3) The club may waive such player or another player from its Active List; or

(4) The club may trade such player only if such player is first restored to its Active List.

(C) Any player placed on the Reserve List as a Retired Player under the circumstances described in Section 17.16 (B) (1) above, shall remain on the Reserve List of the club for the balance of that season; in such event the obligation of the player to perform services as a professional football player for the club in that season shall be tolled; the term of such player's contract to his club for the balance of that season shall be extended and shall not commence until the player returns to professional football for such club; additionally, any renewal option for such player's services shall be tolled and shall remain in effect until the end of such extended term of the contract. During any such retirement period, such player shall not be allowed to play football for any other club engaged in professional football; neither shall such player be entitled to any compensation, expenses or other payments from his club under his contract.

(D) Any player placed on the Reserve List as a Retired Player under the provisions described in Section 17.16 (B) (1) hereof shall not be entitled to reinstatement as an Active Player for the balance of the season in which such retirement occurs.

(E) He cannot practice for the season.

(F) Any violation or attempt to evade player limit is conduct detrimental to football.

[62]

ARTICLE XVIII
W A I V E R S

When Required

18.1 (A) Clubs desiring to release players must first give written notice to the Commissioner of such intention. At 4:00 P.M., New York time during each day, exclusive of Sundays, the Commissioner shall notify each club of such waiver request and any club desiring the services of said player may claim him. Regardless of the time when the League receives a request for waiver, the Commissioner shall not give the notice thereof to the clubs until 4:00 P.M., New York time, on the same or succeeding day. Clubs may claim a player placed on waiver by notifying the Commissioner within the waiver period. The waiver period shall commence at 4:00 P.M., New York time, and expire at 4:00 P.M., New York time on the following day after July 31 and continuing throughout the playing season or at 4:00 P.M., New York time, two days thereafter during the training season prior to July 31; at any other time the waiver shall expire at 4:00 P.M., New York time on the 10th day following the commencement of the waiver period, except that if waivers are requested on either Friday or Saturday at any time during the year, such waivers shall not expire until 4:00 P.M., New York time, on the next Monday. All waiver notices released by the Commissioner during the training or regular season shall be sent by telegraph or teletype.

In the 1971 season, the Commissioner shall notify each club in both conferences simultaneously of each waiver request in the manner prescribed above. After the reduction in the player limit to 49, and for the remainder of the regular season, any club within the League may, upon request, secure from the Commissioner all available salary information on any player for whom waivers have been requested, which information shall be supplied prior to the time for the filing of any claim on such player.

Awarding of Players

18.1 (B) Whenever a club claims and is thereafter awarded a player, the following rules shall govern:

(1) Prior to Monday, 4:00 P.M., New York time, on the Monday prior to the first regular season game, the club to which the player is awarded must activate the player for at least one pre-season game or for seven days, whichever occurs first. If a player limit is applicable at the time of the award, and the club has a full complement of Active Players within such limit, then following the award of such player the club must either,

(a) Waive another player from its Active List with no right of recall, or

[63]

(b) Place another player from its Active List on its Reserve List, subject to all of the restrictions applicable to the Reserve List, or

(c) Trade another player on its Active List.

(2) If a club claims and is awarded a player at any time after Monday, 4:00 P.M., New York time, prior to the first regular season game and for the balance of the regular season, if the club at the time of such claim and award has a full complement of players under the applicable player limit, the club must either:

(a) Waive another player from its Active List with no right of recall, or

(b) Place another player from its Active List on its Reserve List subject to all restrictions applicable to the Reserve List, or

(c) Trade another player from its Active List, or

(d) If the award occurs after 4:00 P.M., New York time, on the Thursday preceding the first regular season game, place another player from its Active List on its Move List.

The exercise by the club of any of the foregoing alternatives must be taken within one hour following notification of the award of such player.

Recall of Waiver

18.2 (A) Subject to other provisions of this Constitution and By-Laws restricting the right of recall under various circumstances including the provisions of the succeeding sub-paragraphs in this Section 18.2, a club which has requested waivers may recall the request by notifying the Commissioner of such recall by telegraph or TWX within twenty-four (24) hours after the expiration of the claiming period.

(B) When a member club asks waivers on an active player or players and said waivers are asked prior to a league game and do not expire until after or the day of said league game and the member club which asks the waivers has the limit of Active Players under contract for said league game, waivers may not be recalled.

(C) After the first reduction in the player limit during the pre-season (but excluding any reduction in the player limit from 44 to 40 players) and thereafter during the regular season, whenever a club has a full complement of players on its Active List after placing a player or players on waiver, the club requesting such waiver may not recall the waiver except by either:

(1) Recalling the player placed on waiver and simultaneously trading such player to another club;

(2) Placing another active player on the Reserve List prior to the recall of the waiver;

[64]

(3) Trading another player on its Active List prior to the recall of the waiver;

(4) Waiving another player on its Active List which waiver cannot be recalled, or

(5) If the player is recalled after 4:00 P.M., New York time, on the Thursday preceding the first League game, transferring another player on its Active List to its Move List.

(6) Recalling the player placed on waiver and simultaneously placing the same player on its Move List.

(D) Waivers may not be recalled on the same player more than once in any one year by the same club.

(E) Whenever the Commissioner notifies a club that a player placed on waiver has been claimed, the Commissioner shall do so by telegram or teletype.

(F) If such occurs during the non-playing season, whenever a club places a player on waiver, the waiving club within twenty-four (24) hours after the time for claiming has expired, upon notice to the Commissioner, may recall the waiver request and place the player on its Active List or on its Reserve List.

Players Waived While Injured

18.3 Whenever a player has been placed on waiver and is not claimed by another club, such player shall then become a free agent; provided, however, that if at the time a player is placed on waiver, the waiving club reports such player as injured and no other club claims such player, such injured player remains under contract to the waiving club until the expiration of such contract or until its termination by the club in accordance with the provisions thereof. Any player waived out as an injured player and not claimed by another club need not be counted as an active player by the waiving club until he is again placed on the Active List of the waiving club; an injured player so waived out and not claimed cannot be activated by the waiving club for a period of sixteen (16) days, but in any event not less than two (2) pre-season or regular season games of such club.

Multiple Claims

18.4 If three or more league games have been played by all clubs in the league, and two or more clubs in the same conference claim a player's contract after a waiver, the contract shall be awarded to the club whose standing in the league race at that time is the lowest. If three league games have not been played and two or more clubs in the same conference claim a player's contract after a waiver, the contract shall be awarded to the club which finished lowest in the conference standings in the preceding season. In case of a tie in the standing, the Commissioner will award the contract by lot. In all

[65]

cases involving multiple claims between or among teams of different conferences, the team or teams in the same conference as that of the waiving team shall have priority.

Waiver Price

18.5 The price of a player claimed on waiver shall be \$100.00. The claiming club shall, within 24 hours of notification by the Commissioner that the player's contract has been awarded to it, forward to the waiving club its check for the waiver price, and an assignment of the player's contract shall be executed promptly by the two clubs.

Waiver Request

18.6 If the request for waivers occurs either during the training season or the regular season, the waiver request must be by telegraph or teletype. During the non-playing season, a waiver request may be by mail and the time stamped upon receipt of any such mailing by the Commissioner shall determine the date of the request. Despite the fact that a telegram be delayed, misdirected or lost by the telegraph company, the time of delivery to the Commissioner thereof shall fix the date of request. Clubs shall have the right to telephone the Commissioner's office and give oral notice that a written or telegraphic request for waiver had been given; in such event the time of the telephone call shall fix the date for the giving of notice of a waiver.

Salary of Claimed Player

18.7 Each player under contract to a club must be paid a full game salary by such club unless a request for waivers on such player is sent by such club and received by the League office prior to 4:00 P.M., New York time on the Tuesday prior to the first League game and/or before 4:00 P.M., New York time on the Tuesday following the playing of a League game; if any other club claims such player and such player is thereafter awarded to such claiming club, such claiming club shall assume the player contract and be responsible for the balance of the salary of such player as prescribed therein; provided, however, that whenever the contract of such player provides that a portion of the salary is deferred, then the claiming club shall assume and be responsible for only that portion of the deferred salary that has not already accrued to such player; in the event the contract on such player provides for the payment of any bonus on a deferred basis, the claiming club shall not be liable for the payment of any portion thereof, but such obligation for payment shall remain with the waiving club.

[66]

Restoration of Waived Player

18.8 If after being waived out, a player becomes an Active Player with another club in the League in the same season and such player remains with such other club as an Active Player for not less than two pre-season or regular season games and is paid a salary by such other club while playing for it, and thereafter such player is placed on or released through waiver, such player may be signed and restored to an active status by any club in the League, subject to the provisions of Section 17.5 and this entire Article XVIII, including the club originally requesting the waiver on such player. In no event shall the player have the right to play again for the original waiving club unless a period of sixteen (16) days, but in no event, less than two (2) pre-season or regular season games of the club shall have elapsed since the player was waived by the original club; provided, however, any player who was waived by a club during the reduction of the player limit from 49 to 40 may be reactivated at any time by the waiving club.

Notification

18.9 If a player has an active contract and reports and then leaves the Club, such fact must be reported to the League office within 48 hours after such player has left the club. If not reported, the Commissioner, after verifying such fact, shall request waivers on said player; such request for waivers may not be recalled. This provision shall not be applicable to any player inducted into the military service.

Notice of Expiration of Option

18.10 No club shall permit any option on the services of a player to expire without exercising such option prior to the expiration date thereof unless such club, at least 30 days prior to the date of the expiration of said option, places such player on waiver in the manner prescribed in this Article XVIII and notifies the Commissioner of its intention not to exercise such option.

ARTICLE XIX

CONDUCT OF LEAGUE GAMES

Game Receipts and Guarantee

19.1 (A) The home club shall guarantee the visiting club a minimum of \$30,000 for each League game with an option to the visiting club to receive 40% of the gross receipts after the following deductions:

[67]

(a) All Federal, State and Municipal taxes assessed on the sale of tickets.

(b) A sum equal to fifteen (15%) percent of the gross receipts after deducting the taxes set out in (a) above.

(c) "Gross Receipts", as used in this Section, shall mean all receipts derived from the sale of tickets, including service charges. Receipts of the Home Club from the sale of season tickets shall be included in the gross receipts from each game equally in proportion to the number of regular season games scheduled by the Club after the adjustment of any pre-season game moneys included in the cost of the season ticket.

(B) Final settlement shall be made no later than the Tuesday following each regular season game, and each pre-season game in which a third entity does not participate.

(C) There shall be no charge imposed or percentage claimed against gate receipts of regular season games for or by the League office.

Conduct of Game

19.2 Each club shall play all of its League games at the time and places provided for in the official schedule of the League. There shall be no postponement of League games unless said game cannot be played because of an Act of God or because of a State, Federal or local prohibition. Neither the starting time of a League game nor the locale of the game shall be changed in any manner after the adoption of the schedule and the publication thereof, except with the written consent of both clubs and the prior approval of the Commissioner.

Players Bench

19.3 No person shall be permitted in the area of players' bench except eligible players and persons who are performing a function connected with the game.

Side Line Admission

19.4 No persons shall be permitted on the side lines except photographers, reporters, stadium employees and police, all of whom shall be required to wear proper identification. A maximum of twelve (12) side line passes per game will be issued to each club participating therein.

Medical Facilities

19.5 The home team shall provide a physician and an ambulance at each game available to both teams; said ambulance facilities shall

[68]

be located at or adjacent to the stadium with the driver in attendance in the ambulance for the use of both competing teams.

Player Attire

19.6 All players of a team shall be uniformly and neatly attired for all games; all players on the same team must wear the same color jersey, head guards and stockings, except that a club, at its option, may permit all eligible pass receivers to wear a different color head gear than the rest of the team. If a different color is worn by any eligible pass receiver of a club, all of the eligible receivers must wear the same color. Players must wear stockings in all games. The Commissioner must approve in advance any changes in the colors of the clubs. Every player appearing on the field during the game or in any pre-game workout preceding the game must wear his complete game outfit exclusive of pads and helmet.

Player Identification

19.7 Players must wear on the back and front of their jerseys, identification numbers that shall be at least eight (8) inches long and four (4) inches wide. Names of players shall be placed on uniforms directly above the numbers on the back in a size lettering no less than two and one-half (2½) inches. The name and number of each player of the visiting team must be furnished to the home team by the visiting club at least six (6) days prior to the scheduled game with the visiting team. Any change in the numbering of a player shall be forthwith communicated to the opposing club.

Choice of Game Uniforms

19.8 (A) Subject to the provisions of sub-section (B) hereof, for 1971 only, and at the option of the home club, the visiting team in all League games shall wear the colors awarded to such team under Section 19.9 of this Article, and the home team shall wear white. In the event that the colors of the visiting team conflict with the white worn by the home team, the visiting team shall wear other colors approved by the Commissioner. The provisions of this Section shall also apply to the Divisional Playoff Games, Conference Championship Games, and to the World Championship Game.

(B) Provided written approval is obtained from the applicable television network of the home club prior to September 1st in any year, then neither club in any League game shall be required to wear white jerseys, but shall be permitted to wear the colors awarded to their respective clubs. The same provisions shall likewise apply to the Divisional Playoff Games, Conference Championship Games, and to the World Championship Game, provided such permission is received from the applicable television network before 5:00 P.M., New York time on the Tuesday preceding the playing of such game.

[69]

Club Colors

19.9 (A) The colors of the respective clubs are as follows:

Atlanta Falcons—	Red and Black with Gold and White Trim
Baltimore Colts—	Royal Blue, White and Silver
Buffalo Bills—	Royal Blue, White and Scarlet
Chicago Bears—	Orange, Blue and White
Cincinnati Bengals—	Orange and Black
Cleveland Browns—	Seal Brown with Orange Trim, White and Silver
Dallas Cowboys—	Blue and White
Denver Broncos—	Orange, White and Royal Blue
Detroit Lions—	Honolulu Blue and Silver
Green Bay Packers—	Navy Blue, Green and Gold
Houston Oilers—	Scarlet, Columbia Blue and White
Kansas City Chiefs—	Red and Gold
Los Angeles Rams—	Royal Blue, Gold and White
Miami Dolphins—	Aqua, Orange and White
Minnesota Vikings—	Purple and White with Gold Trim
New England Patriots—	Red, White and Blue
New Orleans Saints—	Old Gold, Black and White
New York Giants—	Red, White and Blue
New York Jets—	Kelly Green and White
Oakland Raiders—	Silver and Black
Philadelphia Eagles—	Royal Blue and White, Green and White
Pittsburgh Steelers—	Gold and Black
St. Louis Cardinals—	Cardinal Red, Black and White
San Diego Chargers—	Blue, White and Gold Trim
San Francisco 49ers—	Cardinal and Gold
Washington Redskins—	Burgundy and Gold

The Commissioner must approve, in advance, any changes in the foregoing colors of the clubs.

Conflicting Club Colors

(B) The home club shall have the option of deciding whether the visiting club shall wear white jerseys or shall wear the colors awarded to the visiting team in any League game, regular or pre-season. The home club is obligated to give written notice to the visiting club and to the Commissioner, of its decision on the colors

[70]

of the jerseys to be worn by the visiting club, which notification must be given by July 1st of the year in which the game is scheduled to be played. If either participating club fails to conform to the jersey colors designated for such game, then there shall be an automatic fine against the offending club of \$5,000, which sum shall be payable to the League office. Despite the foregoing, in the event that the colors of the participating teams as so designated are in conflict for a League game, regular or pre-season, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

(C) Anything in sub-paragraph (B) of this Section 19.9 to the contrary notwithstanding, if any game, including the World Championship Game, is played in a city other than in city of the competing clubs, then the colors awarded to such teams by the League may be worn by the competing teams unless such colors are, in the opinion of the Commissioner, conflicting; in such event, if competing teams are unable to agree upon the colors to be worn by each team in such game, the Commissioner shall have the right to designate the colors to be used by the competing teams in such game.

(D) No club shall have the right to make changes in its club colors and/or in the designs of its team helmets or uniforms except in accordance with the following provisions:

(i) If the club desires to make any change in its club colors and/or the designs of the team helmet or uniforms, it must give written notice thereof to the league on or before October 1 of the year prior to the year in which it wishes to change, otherwise it shall have no right to make any change therein for the succeeding season.

(ii) Despite the provisions of the foregoing sub-paragraph (i) of this Section 19.9 (C), and despite the fact that notice was given of the proposed change in the colors and/or designs of team helmet and uniforms as above set out, should such change, in the opinion of the Commissioner, result in any conflict with the club colors and/or helmet and uniform designs of any other club, and the clubs involved are unable to agree upon a methods of solving such conflict, the Commission shall have the right to designate the club colors and/or the designs of the team helmet or uniforms to be used by the affected clubs in such season.

Seats for Visiting Club

19.10 The home club must reserve a total of twenty-five (25) seats for the visiting club located within the 40 yard lines.

Games Postponed or Rescheduled

19.11 (A) After the first two weekends of the regular League

[71]

season, all League games shall be played on Sunday unless both competing clubs agree to a change in the day of the game or unless such date is affected by World Series play; in such event the day of the game may be changed from Sunday.

(B) If scheduled game cannot be played on the designated day, it will be rescheduled by the Commissioner.

(C) Whenever a postponement is attributable to negligence by a club, the negligent club shall be responsible for all home club costs and expenses, including gate receipts and television contract income subject to approval by the Commissioner.

(D) All teams traveling by air to play a regular season game must be scheduled to arrive in the game city or vicinity before eighteen (18) hours prior to the scheduled kickoff, unless adequate protection is provided for the squad to make the trip by other means of transportation.

Starting Times

19.12 The starting time for all regular season games shall be 1:00 P.M., at the site at which they are played, unless prohibited by local or state statute, or authorized otherwise by the Commissioner.

Introduction of Players

19.13 Eleven players and the head coach of each of the competing clubs must be publicly introduced prior to the start of the game in a manner prescribed by the home team, except where inclement weather prevents or interferes with such introductions, and a representative sampling of the photos of the visiting players and the photo of the visiting head coach must appear in all game programs.

Complimentary Tickets

19.14 No Club may issue more than one thousand (1,000) complimentary tickets for any League game unless:

(a) The issuing club pays for all complimentary tickets issued in excess of one thousand (1,000), or

(b) The complimentary tickets are issued to children under 16 years of age; if such tickets to children under 16 are issued free or as complimentary tickets, the children must be required to sit in the same section of the stadium; or

(c) The complimentary tickets are issued to the working press, hospitalized veterans, bands, employees, or League passes.

The foregoing limitation on complimentary tickets applies only to tickets that could be sold and not to other types of admission tickets.

[72]

Tickets for Players

19.15 Each player of the home club is entitled to receive one complimentary ticket for each home game; the home club shall not issue any tickets to the visiting club, directly or indirectly, except when full payment is made for such tickets.

Playing Surface

19.16 All clubs must provide and have available a tarpaulin adequate to cover the entire playing area of the field, and must exercise reasonable care and diligence in arranging for the use thereof whenever the weather is apt to render unfit or endanger the playing condition of the home field.

19.17 Teams playing in parks with baseball facilities should sod or seed the infield after the baseball season.

Restrictions

19.18 Bull horns, klaxons and other mechanical noisemaking devices are banned from parks in the NFL.

19.19 No person except authorized club and League personnel and accredited members of the media shall be permitted to enter a dressing room of any participating club on the day of a game.

ARTICLE XX

DIVISIONAL PLAYOFF GAMES

Selection of Teams

20.1 (A) Each year at the conclusion of the League schedule, the League will have a system of divisional playoff games to determine the participants in the Conference Championship games. Four teams from each Conference shall enter the playoffs, and these shall be:

(1) The three division champions, as determined by their won-lost percentages during the League season. Tie games shall not be considered in calculating percentages.

(2) The team among the remaining teams after the three division champions have been determined, which has the best won-lost percentage in League play. Tie games shall not be considered in calculating percentages, nor shall a team be accorded special consideration if it tied for its division championship but did not enter the playoffs pursuant to the provisions of Sec. 20.1(B).

[73]

(B) In the event that two or more teams tie for the championship in their division, there will not be a special playoff to determine the champion. A division champion will be selected by applying, in the order given, the following tie-breaking procedures until a winner is established:

(1) The club with the best won-lost percentage in those games played between or among the involved clubs;

(2) The club with the best won-lost percentage in intra-division games;

(3) The club with the best won-lost percentage in intra-conference games;

(4) The club with the best point differential in those games played between or among the involved clubs;

(5) The club with the best Point Rating, as determined under the method outlined in Sec. 20.1 (D), when it is applied only to all intra-division games played within the division;

(6) The club with the best Point Rating, as determined under the method outlined in Sec. 20.1 (D), when it is applied to all teams and games played in the League's regular season schedule.

(7) A coin flip between or among the involved clubs.

(C) In the event that two or more teams are tied in determining the fourth team to enter the playoffs, the first step in breaking such tie shall be to apply the procedures of Sec. 20.1 (B) any time that two or more of the teams are from the same division, so that no more than one team from any division will remain in contention. If a tie still exists, the following tie-breaking procedures will be applied, in the order given, until a winner is established:

(1) The club with the best won-lost percentage in those games played between or among the involved clubs; providing, however, that this clause shall not be applicable unless each of the involved teams has played at least one of the other involved teams;

(2) The club with the best won-lost percentage in intra-conference games;

(3) The club with the best point differential in those games played between or among the involved clubs; providing, however, that this clause shall not be applicable unless each of the involved teams has played at least one of the other involved teams;

(4) The club with the best Point Rating, as determined under the method outlined in Sec. 20.1 (D), when it is applied only to all intra-conference games played within the conference;

(5) The club with the best Point Rating, as determined under the method outlined in Sec. 20.1 (D), when it is applied to all teams and games played in the League's regular season schedule;

[74]

(6) A coin flip between or among the involved clubs.

(D) The Point Rating referred to in Sections 20.1 (B) and (C) shall be determined by rating each club on the basis of points scored and on the basis of points allowed, in the applicable games, against all other clubs from the same division, conference or entire league, whichever is applicable. The club scoring the most points, or yielding the fewest, will be rated "1", the next best will be rated "2", etc. The offensive and defensive ratings shall be combined to give each team its Point Rating, and the team with the lowest number of points under the rating system shall be the winner.

The point rating shall be applied as follows:

(1) In intra-division play, all teams from other divisions and all games played against such teams will be excluded;

(2) In intra-conference play, all teams from the other conference and all games played against such teams will be excluded.

(E) In the case of ties involving more than two teams, whenever a team is eliminated from consideration by any of the prescribed procedures, all tie-breaking procedures are again applied, in order, to the teams remaining in contention.

Pairing of Teams

20.2 Beginning with the 1970 season, the pairing of the teams in the Divisional Playoff games, and the home sites for said games, shall be according to a formula established by the 26 member clubs.

Player Compensation

20.3 Each player of the participating teams shall receive a sum equivalent to an amount obtained by dividing his total compensation for the season (exclusive of bonuses) by the number of regular League games played by the club during that season.

Sudden Death

20.4 The sudden death system to determine the winner shall prevail when the score is tied at the end of the regulation playing time of a division playoff game.

Under this system the team scoring first during over-time play herein provided for, shall be the winner of the game, and the game is automatically ended on any score (including a safety) or when a score is awarded by the referee for a palpably unfair act. Other provisions in respect to the sudden death system shall be as provided in the Rule Book of the League.

[75]

ARTICLE XXI
CONFERENCE CHAMPIONSHIP GAMES

Supervision

21.1 The American Football Conference and National Football Conference Championship games shall be played under the supervision, control, and direction of the Commissioner, and the Commissioner shall establish the date, starting time and the ticket price of the games.

Nevertheless, all provisions relating to the site of the games; and to the division or distribution of the proceeds of said games shall require approval of the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

All questions arising in connection with said games not specifically provided for herein, or covered in the playing rules of the League, shall be decided by the Commissioner.

Tickets

21.2 Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. Tickets shall be made available as promptly as possible following the determination of the teams to participate therein. There shall be no complimentary tickets for the game.

21.3 The Commissioner shall have authority to order the home club to honor reserved seat requests in the following priority:

(a) One Hundred (100) tickets for the Conference office, from which the requests of the Commissioner and the Director of Public Relations of the League will be filled.

(b) Fifty (50) tickets for each club of the Conference which is not a participant in the game.

(c) Tickets for the visiting clubs in such quantity as the Commissioner deems necessary, providing that such quantity does not exceed 20% of the available tickets after provision for season ticket holders or other obligations under this Section 21.3.

The home club is entitled to permit the season ticket holders to purchase for the Conference Championship games the same number of seats at the same locations as such season ticket holders held throughout the regular season.

All unsold tickets in possession of the visiting club, together with funds covering any tickets sold by the visiting club, must be returned postage prepaid, by the fastest means possible, to the home club not later than 72 hours prior to the scheduled starting time of said game.

[76]

Schedule and Site

21.4 Beginning with the 1970 season, the site of the Conference Championship games shall be scheduled in rotation, provided that if the designated home team should lose in the Division Playoffs, the scheduled rotation shall be continued until a home team is determined, and provided further that if such a change in the scheduled sites occur, the home site for the following season will be the Division representative next in line according to said rotation. The rotation shall be recycled for the fourth and subsequent seasons.

Officials

21.5 The Commissioner shall select all persons to officiate at the Conference Championship games, and in making such selection shall not invite nor be required to observe any recommendations or objections from member clubs, coaches or employees in respect to the officials therein.

Game Receipts and Expenses

21.6 The game receipts shall include all receipts from the sale of tickets, whether presented for admission or not, and any additional amounts received for radio, television, and motion pictures; such receipts shall be deposited in the League Treasury.

The program receipts, including sums for advertising or sale thereof, shall belong to the home club, and any profit or loss thereon shall be for the account of the home club; neither the League nor the visiting club shall share in the program or be responsible therefor.

21.7 After all income from the game from whatever sources has been computed, the Treasurer of the League, after approval by the Commissioner thereof, shall first pay the following amounts therefrom:

(a) All Federal admission and other taxes, State, Federal or local;

(b) Stadium rental and all other expenses involved in the staging of the game, including the authorized halftime entertainment, visiting team travel expenses and game officials expenses.

Balance of the income, if any, shall be distributed by the formula as fixed by resolution of the member clubs of the League.

Halftime Entertainment

21.8 Halftime entertainment shall be provided by the home club under the supervision of the Commissioner, and the cost of the same shall be charged to and paid as an expense of the game.

[77]

Visiting Club Travel

21.9 The visiting club shall be allowed transportation and hotel expenses for fifty-five (55) persons.

Sudden Death

21.10 If a Conference Championship game results in a tie score at the end of regulation play, the sudden death system of determining the winner shall prevail as described in Section 20.4 hereof, and the game will thereafter proceed by quarters with no halftime intermission; rules for time-outs will be the same as in a League game, including rules governing the last two minutes of the second and fourth quarters in any sudden death period.

Player Compensation

21.11 No player of either club shall be paid any salary other than his share from the receipts of such game as determined by the formula fixed by member clubs of the League.

ARTICLE XXII

WORLD CHAMPIONSHIP GAME

Supervision

22.1 The World Championship game shall be played under the supervision, control, and direction of the Commissioner except that the site of the game and all provisions relating to the division or distribution of the proceeds of said game shall require approval of the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

Tickets

22.2 The Commissioner shall establish the date, starting time and the ticket price of the game. Tickets shall be printed under the Commissioner's direction, and the cost thereof shall be charged as an expense of the game. There shall be no complimentary tickets for the game.

Sudden Death

22.3 If the game results in a tie score at the end of regulation play, the sudden death system of determining the winner shall prevail as described in Section 20.4 hereof, and the game will thereafter proceed by quarters with no half-time intermission; rules for time-outs will be the same as in a League game, including rules governing the last two minutes of the second and fourth quarters in any sudden death period.

[78]

Decisions of Commissioner

22.4 All questions arising in connection with said game not expressly provided for by the provisions hereof or by agreement of the League shall be decided by the Commissioner.

ARTICLE XXIII

PRE-SEASON AND POST-SEASON GAMES

Pre-Season Games

23.1 No member club shall schedule a pre-season game without the approval of the Commissioner. The pre-season schedule shall be completed and the dates and participants named at the Annual Meeting of the League.

(a) Subject to the provisions of Section 23.1 (b) hereof, no team may schedule a pre-season game with any team included within its own conference unless it shall have first scheduled four pre-season games with four different teams not included within its own conference.

(b) Any pre-season game which is required to be played between the Oakland Raiders and San Francisco 49ers or between the Los Angeles Rams and Oakland Raiders shall be counted as a pre-season game between teams of opposite conferences for the purpose of conforming to any provision hereof requiring any of such participating teams to play a prescribed number of pre-season games with teams in the opposite conference before it can play a pre-season game within its own conference; such provision shall apply despite the fact that such clubs may be members of the same conference.

(c) All other restrictions upon the right of clubs to participate in pre-season games may be imposed by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League; provided, however, that no restrictions can be imposed which will have the effect of prohibiting the games referred to in Section 23.1 (b) hereof.

Post-season Games

23.2 No club shall participate in any non-League game after the World Championship Game shall have been played, except that the club winning the World Championship Game must play any non-League game contracted for by the League.

Prohibited Games

23.3 No club may play a non-League game of any kind after such club has played its first League game.

[79]

Player Participation

23.4 Except for games sanctioned and approved by the League, no player may participate in any game between the time of the completion of the last League game of his club and July 1st of the following year.

Game Expenses

23.5 The home club or the sponsor promoting any pre-season game in a stadium located outside of the home territory of the participating club shall pay:

(a) All Federal, State and Municipal taxes assessed on the sale of tickets.

(b) After deducting the taxes specified in said paragraph (a) above, a sum equal to the actual stadium rental not to exceed 15% of the gross receipts.

(c) The aggregate sum of Two-Thousand, Six-Hundred Dollars (\$2,600) to cover the fees of the officials and their travel and other expenses in connection with the staging of each pre-season game.

ARTICLE XXIV

NOTICES

Type of Notice

Unless the Constitution and By-Laws specify a different form or method of Notice, all Notices required to be given under any provision of the Constitution and By-Laws shall be in writing or by teletype, addressed to the last known address of the addressee; all notices by mail shall be deposited in the U.S. Mail, postage thereon prepaid.

ARTICLE XXV

AMENDMENT OF CONSTITUTION AND BY-LAWS

Amendment After Notice

25.1 (A) Subject to the provisions of Section 25.3 herein, the Constitution and By-Laws of the League may be altered or amended by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League at any Annual Meeting of the League, provided fifteen (15) days written notice of the proposed amendment is given to the member clubs in advance of such meeting or any recessed session thereof. If no notice of such

[80]

alteration or amendment has been given but such alteration or amendment carries the unanimous approval of a duly appointed standing committee of the League vested with the authority to make a recommendation on the subject matter of such amendment, such alteration or amendment may be approved by three-fourths or 20, whichever is greater, of the member clubs of the League convened at any Annual Meeting or recessed session thereof. In all other cases involving an alteration or amendment to the Constitution and By-Laws, the provisions of Section 25.2 hereof shall apply.

(B) If any amendment or alteration of the Constitution and By-Laws is adopted or fails of adoption at an Annual Meeting of the League under circumstances wherein such proposal required a vote of three-fourths or 20, whichever is greater, of the member clubs of the League, the action on the proposed alteration or amendment cannot be changed at any recessed session of such Annual Meeting except by the unanimous vote of all of the member clubs of the League.

Amendment Without Notice

25.2 This Constitution and By-Laws may also be altered or amended by a unanimous vote of all the member clubs at any meeting, special, annual or otherwise.

Special Provisions for Amendment of Constitution and By-Laws

25.3 (A) No change or amendment to any section of the Constitution and By-Laws involving or relating to the arrangement under which the Baltimore and Washington franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangement is contained in the provision of the following sections of the Constitution and By-Laws: Sections 4.3 (B) and 13.2 (2).

(B) No change or amendment to any Section of the Constitution and By-Laws involving or relating to the arrangements and conditions under which the New York Giants and the New York Jets franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangements and conditions are contained in the following Sections of the Constitution and By-Laws: 4.2 (a), 4.4 (b), 4.4 (d), 10.4 and 13.2.

(C) No change or amendment to any Section of the Constitution and By-Laws involving or relating to the arrangements and conditions under which the Oakland Raiders and the San Francisco 49ers franchises are to be operated and handled shall be effective unless approved by the unanimous vote of all member clubs of the League; such arrangements and conditions are contained in the following Sections of the Constitution and By-Laws: 4.2 (b), 4.2 (c), 4.4 (c), 4.4 (c), 4.4 (f) 4.4 (g), 4.4 (h), 10.4, 13.2 and 23.1.

(D) Anything in this Constitution and By-Laws to the contrary notwithstanding, the provisions of Section 3.1 (b), 4.2 (c), 4.3 (A), 6.1, 6.2, 10.3, and of this Section 25.3 may not be altered or amended without the unanimous consent of all members of the League.

Name of Proposer

25.4 Whenever an amendment or alteration to the Constitution and By-Laws is submitted for approval, such must indicate the author of the proposal.

[82]